CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, September 14, 2022; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for August 24, 2022.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for September 7, 2022.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. Welcoming Week | September 9-18, 2022
2. Palmer College of Chiropractic Day | September 18, 2022
3. Metrocom NAACP Unit #4019 Day | September 24, 2022

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. Second Consideration: Ordinance amending Chapter 10.96 of the Municipal Code of Davenport, Iowa entitled “Schedules” by making various changes to Schedules II, V, and XIV to implement a change in traffic flow for 3rd and 4th Streets between River Drive and Marquette Street. [Ward 3]

XI. Approval of All Items on the Consent Agenda

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

1. Second Consideration: Ordinance amending Schedule VII "No Parking" of Chapter 10.96 of the Municipal Code of Davenport, Iowa by adding Busch Avenue along the east side from Middle Road south to the alley. [Ward 5]
2. Resolution authorizing the conveyance of vacated unimproved right-of-way

lying west of Elmore Avenue and south of Pheasant Creek to VSM Holdings, LLC, Petitioner. [Ward 6]

3. Resolution approving Case F22-05 being the request of Seven Hills Paving LLC for a final plat of Brady Eighty Industrial Park 7th Addition for a 1-lot subdivision on 2.99 acres located south of East 59th Street and west of Tremont Avenue. [Ward 8]

4. Resolution approving Case F22-08 being the request of Leveraged Holdings, LLC for a final plat of Davenport Industrial Park 6th Addition for a 2-lot subdivision on 5 acres located at 4701 Rockingham Road. [Ward 1]

5. Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

   Davenport Community Schools; Central High Homecoming Parade; Thursday, September 15, 2022 6:00 p.m. - 7:00 p.m.; **Closures (Police controlled):** East 18th Street from Woodland Ave to Fernwood Avenue; Fernwood Avenue from East 18th Street to Forest Road; Forest Road from Fernwood Avenue to Middle Road; Middle Road from Forest Road to Woodland Avenue. [Wards 5 & 6]

   Jimmie O's Saloon; Jimmie O's Saloon Streetfest; 2735 Telegraph Road; Saturday, September 17, 2022 8:00 a.m. - 11:00 p.m.; **Closure:** South Rolff Street from Telegraph Road south to the alley before Whitewood Avenue. [Ward 1]

   Gold Coast-Hamburg Historic District Association; Gold Coast Tour of Homes; Gold Coast/Hamburg Historic District; 10:00 a.m. – 5:00 p.m. Saturday, September 17, 2022 and Sunday, September 18, 2022; **Closures:** eastbound traffic on the east-west alley between West 6th and West 7th Streets and Ripley and Scott Streets; southbound traffic on Scott Street from the same alley to West 7th Street. [Ward 3]

   Hawkeye Sports Bar & Grill; Tyler Richton & the High Bank Boys; 4646 Cheyenne Avenue; Sunday, September 18, 2022 11:00 a.m. - 9:00 p.m.; **Closure:** Cheyenne Avenue from south of the driveway at 4707 Cheyenne Avenue to north of the entrance to 4621 Cheyenne Avenue. [Ward 2]

   Davenport Community Schools; North High Homecoming Parade; Thursday, September 22, 2022 5:30 p.m. - 7:00 p.m.; **Closures (Police controlled):** Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to finish at North High School (626 West 53rd Street). [Wards 7 & 8]

Joshua Sherrod; TBK Quad Cities Marathon; Sunday, September 25, 2022 5:00 a.m. - 1:00 p.m.; **Closures:** Riverfront Trail from east City Limits to Marquette Street; Beiderbecke Drive from Gaines Street to Marquette Street; Gaines Street south of River Drive; River Drive from Brown Street to Scott Street; Western Avenue from 2nd Street to River Drive; eastbound 2nd Street from Centennial Bridge/Gaines Street to Western Avenue. [Wards 3 & 5]

City of Davenport; Halloween Parade; Downtown; Sunday, October 30, 2022; **Closures:** *Staging area beginning at 9:00 a.m.:* 3rd Street from Pershing Avenue to River Drive; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street (DPD at 3rd and LeClaire to direct bridge traffic); *Parade route beginning at 12:00 p.m.:* 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to 4th Street; east-west alley between Scott and Ripley Streets and 2nd Street and River Drive; east-west alley between Harrison and Main Streets and 2nd Street and River Drive; Perry Street from East 2nd Street to River Drive; *Parade route beginning at 2:00 p.m.:* Brady and Harrison Streets from 2nd Street to 4th Street. [Ward 3]

6. Resolution accepting work completed under the Jackson Avenue Overlay and Intersection Reconstruction project by CDMI Concrete Contractors Inc of Port Byron, Illinois in the amount of $241,168.20, CIP #35054. [Ward 1]

7. Resolution accepting the sanitary sewer, storm sewer, and pavement associated with the Russell-Frye/Armstrong Industrial Park First Addition. [Wards 2 & 8]

8. Resolution acknowledging the award from the Federal Transit Administration (FTA) Low/No Emission Grant Program in the amount of $4,874,993 to purchase four battery-powered electric buses and infrastructure enhancements to support the new equipment. [All Wards]

9. Resolution authorizing submission of an application to the United States Department of Transportation's Safe Streets and Roads for All Grant Program for assistance to improve safe multi-modal transportation throughout the City. [Wards 6, 7, & 8]

10. Resolution authorizing the Assistant City Administrator/Public Works Director to execute an agreement with the Scott Emergency Communications Center for the Transit Division to join the Scott County Emergency Management Agency Radio System Consortium, and approving the purchase of a radio communications system from RACOM Corporation in an amount not-to-exceed $175,000. [All Wards]

11. Resolution adopting the FY 2024 Budget Policies. [All Wards]

12. Resolution awarding a two-year contract with the option of three one-year extensions for the third party administration of workers' compensation claims to Insurance Program Managers Group (IPMG) of St. Charles, Illinois, and authorizing the Assistant City Administrator/CFO to sign any related agreements. [All Wards]

13. Resolution awarding a two-year contract with the option of three one-year

extensions for pharmacy benefit manager services of workers' compensation claims to MC-21 Healthcare LLC (DBA MC-Rx) of Gainesville, Georgia, and authorizing the Assistant City Administrator/CFO to sign any related agreements. [All Wards]

14. Resolution setting a Public Hearing on granting an underground electric easement to MidAmerican Energy Company across City-owned parcels P1315B04, P1315B03, and P1315B02, with said easement being the west 10 feet of each parcel. [Ward 5]

15. Resolution awarding a contract for the purchase of one Class A fire pumper from Sutphen Corporation of Amlin, Ohio in the amount of approximately $748,267, CIP #24021. [All Wards]

16. Resolution approving the purchase of one asphalt patch truck from HD Industries of Jacksonville, Texas in the amount of $197,601.30 using The Interlocal Purchasing System (TIPS) contract #200206, CIP #24034. [All Wards]

17. Resolution approving the purchase of five Ford Escape sport utility vehicles from Karl Auto Group of Ankeny, Iowa in the amount of $137,120 using the State of Iowa Department of Administrative Services contract #23034. [All Wards]

18. Resolution approving the purchase of eight vehicles for the Police Department from Stivers Ford of Waukee, Iowa in the amount of $363,680 using State of Iowa Department of Administrative Services contract #22082, CIP #24032. [All Wards]

19. Motion approving the HOME-ARP Allocation Plan and authorizing the City Administrator or her designees to sign necessary documents and agreements. [All Wards]

20. Motion approving noise variances requests for outdoor events on the listed dates and times.

    Davenport Community Schools; Central High Homecoming Parade; see attached parade route; Thursday, September 15, 2022 5:00 p.m. - 7:00 p.m.; Outdoor music/band, over 50 dBA. [Wards 5 & 6]

    Jimmie O's Saloon; Jimmie O's Saloon Streetfest; 2735 Telegraph Road; Saturday, September 17, 2022 12:00 p.m. - 10:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 1]

    Hawkeye Sports Bar & Grill; Tyler Richton & the High Bank Boys; 4646 Cheyenne Avenue; Sunday, September 18, 2022 11:00 a.m. - 6:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 2]

    River Music Experience; Community Jam Session at the Farmers' Market; Freight House | 421 West River Drive; Sunday, September 18, 2022 12:00 p.m. - 4:00 p.m.; Outdoor music/bands, over 50 dBA. [Ward 3]

    Uncle Norm's Fireworks; Our Lady of Victory 60th Anniversary Celebration;

4105 North Division Street; Sunday, September 18, 2022 7:30 p.m. for approximately 15-20 minutes; Fireworks, over 50 dBA. [Ward 7]

Davenport Community Schools; North High Homecoming Parade; see attached parade route; Thursday, September 22, 2022 5:00 p.m. - 7:00 p.m.; Outdoor music/band, over 50 dBA. [Wards 7 & 8]

City of Davenport; Halloween Parade; Downtown (see attached map); Sunday, October 30, 2022 12:00 p.m. - conclusion of the parade; Outdoor music/performances, over 50 dBA. [Ward 3]

21. Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprizes, LLC) - 2735 Telegraph Road - Extended Outdoor Area “Jimmie O’s Saloon Streetfest” September 17 - License Type: Class C Liquor

Ward 3

Daiquiri Factory (Daq Fac, LLC) – 400 Beiderbecke Drive – Quad Cities Fall Pride Outdoor Event – September 23-24 – License Type: Class C Liquor

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - License Upgrade: Class C Liquor

Thunder Bay Grille/Figge (Thunder Bay Grille, LLC) - 225 West 2nd Street - Outdoor Area - License Type: Class C Liquor

West Side Grocery (EVA S, LLC) - 1802 West 7th Street – New License/Owner - License Type: Class E Liquor

Ward 5

Quad City Arts (Quad City Arts) – 2200 East 11th Street – Riverssance Festival Outdoor Event - September 16-18 – License Type: Class B Beer

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

Ward 1

Lulac Club (LULAC Council #10, Inc) - 4224 Ricker Hill Road - License Type: Class C Liquor

Emeis Golf Course (City of Davenport) - 4500 West Central Park Avenue - Outdoor Area - License Type: Class C Liquor

Rockingham Liquor (Lila, LLC) - 2423 Rockingham Road - License Type: Class E Liquor

Ward 3

Express Lane Gas & Food Mart (Express Lane, Inc) - 1139 Brady Street - License Type: Class C Beer

West Side Grocery (Ram S, LLC) - 1802 West 7th Street - License Type: Class E Liquor

Zeke's Island Café (Lumpy's) - 131 West 2nd Street - License Type: Class C Liquor

The River's Edge (City of Davenport) - 700 West River Drive - License Type: Class B Beer

River Center/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Outdoor Area - License Type: Class C Liquor

Raccoon Motel (Raccoon Motel, LLC) - 315 East 2nd Street - License Type: Class C Liquor

Ward 4

QC Mart (Bethany Enterprises, Inc) - 1556 West Locust Street - License Type: Class C Beer

Hy-Vee #5 (Hy-Vee, Inc) - 2351 West Locust Street - License Type: Class E Liquor

The Putnam (Putnam Museum and Science Center) - 1717 West 12th Street - Outdoor Area - License Type: Class C Liquor

St Ambrose University (Sodexo America, LLC) - 518 West Locust Street - Outdoor Area - License Type: Class C Liquor

Ward 5

Express Lane (Express Lane, Inc) - 1909 Harrison Street - License Type: Class C Beer

Ward 6

Monarch Kitchen & Bar (LCMR, Inc) - 4750 East 53rd Street - Outdoor Area - License Type: Class C Liquor

Big River Bowling (Kimberly Entertainment, LLC) - 2902 East Kimberly Road

- License Type: Class C Liquor

Duck Creek Golf Course (City of Davenport) - 3000 East Locust Street - Outdoor Area - License Type: Class C Liquor

Ward 7

Olive Garden Italian Restaurant #1144 (GMRI, Inc) - 330 West Kimberly Road - License Type: Class C Liquor

Azteca Mexican Restaurant (Azteca Mexican Restaurant, Inc) - 4811 North Brady #3 - License Type: Class C Liquor

Lunardi's (TS Lunardi, Inc) - 102 East Kimberly Road Unit East - License Type: Class C Liquor

Ridhi Rose Mart, LLC (Ridhi Rose Mart, LLC) - 3417 Harrison Street - License Type: Class C Beer

Ward 8

Leisure Lanes (Four Bros, LLC) - 2802 West 73rd Street - Outdoor Area - License Type: Class C Liquor

Red Hawk Golf Course (City of Davenport) - 6364 Northwest Blvd - Outdoor Area - License Type: Class B Beer

22. Motion awarding an engineering contract for the design of West 83rd Street and Zenith Avenue associated with the Russell-Frye/Armstrong Industrial Park Development to Origin Design Company of Davenport, Iowa in the amount of $63,800. [Ward 2]
23. Motion awarding an engineering contract for the design of the West 36th Street (Pacific Street to Division Street) Reconstruction project to HDR Engineering, Inc of Davenport, Iowa in the amount of $53,425, CIP #35062. [Ward 2]

XII. Other Ordinances, Resolutions and Motions

XIII. Public with Business

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

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

XIV. Reports of City Officials

XV. Adjourn

City of Davenport

Department: City Clerk
Contact Info: Brian Krup | 563-326-6163

Action / Date
9/14/2022

Subject:
Approval of the City Council Meeting minutes for August 24, 2022.

ATTACHMENTS:

	Type	Description
🗋	Exhibit	CC Min 082422

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/8/2022 - 8:49 AM

City of Davenport, Iowa

City Council Meeting Minutes

Wednesday, August 24, 2022

The City Council of Davenport, Iowa met in regular session on Wednesday, August 24, 2022 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Gripp, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Jobgen, and Alderman Ortiz).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman Dunn

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes **APPROVED**

Approval of the City Council Meeting minutes for August 10, 2022.

VI. City Administrator Update

VII. Report on Committee of the Whole **APPROVED**

Approval of the Report on Committee of the Whole for August 17, 2022.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, August 17, 2022 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Ortiz. Upon the roll being called, all Aldermen were present (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Gripp, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Jobgen, and Alderman Ortiz).

*The following Public Hearing was held: **Community Development:** 1. on the proposed additions to the Davenport 2022 Urban Revitalization Area Plan for the Central City and North Areas.*

*Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. On motion by Alderwoman Lee, second by Alderwoman Dickmann all items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed items #1-3 before Council recessed for a 10-minute break at 7:54 p.m. Council reconvened at 8:04 p.m. Alderman Jobgen reviewed the remaining items and asked for a motion to table the three Hy-Vee liquor license premise updates (2200 West Kimberly Road, 2351 West Locust Street, 4064 East 53rd Street) under item #6 indefinitely. The motion was moved by Alderwoman Dickmann, seconded by Alderwoman Lee with all Aldermen present voting aye. On motion by Alderwoman Dickmann, second by Alderman Ortiz item #3, First Consideration: Ordinance amending Chapter 10.96 of the Municipal Code of Davenport, Iowa entitled "Schedules" by making various changes to Schedules II, V, and XIV to implement a change in traffic flow for 3rd and 4th Streets between River Drive and Marquette Street, moved to the Discussion Agenda and all other items moved to the Consent Agenda except the four liquor license applications to be voted on later on the agenda. **Public Works:** Alderman Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Jobgen all items moved to the Consent Agenda. **Finance:** Alderman Condon reviewed all items listed. On motion by Alderman Cornette, second by Alderwoman Dickmann all items moved to the Consent Agenda.*

<u>Other Ordinances, Resolutions and Motions:</u> Alderman Dunn moved the motion for suspension the rules to vote on a Motion approving beer and liquor license applications, seconded by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye except Alderwoman Lee, and the rules were suspended.

The Motion for approval of the below liquor license applications was moved by Alderman Ortiz, second by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye except Alderman Cornette, and the following Motion passed:

1. Motion approving beer and liquor license applications. ***<u>PASSED 2022-408</u>***

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

Ward 3

Alternating Currents Festival (Quad Cities Chamber of Commerce) - 320 North Main Street - Temporary Event August 18-20 - License Type: Class B Beer

Alternating Currents Festival (Quad Cities Chamber of Commerce) - 115 East 3rd Street - Temporary Outdoor Event August 18-20 - License Type: Class B Beer

Stompbox Brewing (JPX2ME, LLC) - 210 East River Drive #101 – Temporary Extended Outdoor Area "Alternating Currents Festival" August 18-20 - License Type: Class C Liquor

Thunder Bay Grille - Riverfront Pops (Thunder Bay Grille, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 18-21 - License Type: Beer/Wine

Council adjourned at ***8:20 p.m.***

VIII. Appointments, Proclamations, Etc.

A. Proclamations **<u>ISSUED 2022-409</u>**

1. U.S. Heartland Global Leadership Day | August 30, 2022

IX. Presentations **<u>HELD</u>**

A. Davenport Police Department Swearing-In Ceremony

- Zach Morgan
- Omar Alcala
- Mark Rappel
- Riley McIntyre

B. Youth Recognition

- Assumption High School Boys Soccer Team | State Champions
- Youth Summer Job Partnership

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. *Alderman Jobgen moved first consideration of the following Ordinance, seconded by Alderman Dunn. Council recessed at 7:37 p.m. for a break and reconvened at 7:46 p.m. Upon the roll being called, all Aldermen present voted aye except Alderman Dunn, Alderman Kelly, Alderman Cornette, and Alderwoman Lee and the Ordinance moved to second consideration.*

First Consideration: Ordinance amending Chapter 10.96 of the Municipal Code of Davenport, Iowa entitled "Schedules" by making various changes to Schedules II, V, and XIV to implement a change in traffic flow for 3rd and 4th Streets between River Drive and Marquette Street. [Ward 3] **MOVED TO SECOND CONSIDERATION**

XII. Approval of All Items on the Consent Agenda

On motion by Alderwoman Dickmann, second by Alderwoman Meginnis and all Aldermen present voting aye, the Consent Agenda was approved as follows:

1. Third Consideration: Ordinance for Case ROW22-04 being the request of Shawn Struck to vacate unimproved alley right-of-way located west of 2727 Glaspell Street. [Ward 1]
ADOPTED 2022-410

ORDINANCE NO. **2022-410**

AN ORDINANCE FOR CASE ROW22-04 BEING THE REQUEST OF SHAWN STRUCK TO VACATE UNIMPROVED ALLEY RIGHT-OF-WAY LOCATED WEST OF 2727 GLASPELL STREET.

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

Section 1. The following described units of Scott County, Iowa real estate are hereby vacated (abandoned). The property has the following legal description:

All that part of the 20 foot alley dedicated to the City of Davenport, Iowa east of Lots 1, 2 & 3 of Walt's Addition book 52 page 432 in the Scott County Recorder's Office, from the south right of way line of Glaspell Street to the south line of said addition.

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

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.
Adopted 8/24/2022: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Third Consideration: Ordinance amending Chapter 9.08 entitled "Disorderly Conduct" of the Municipal Code of Davenport, Iowa by repealing Sections 9.08.050 and 9.08.080 due to a recent trend in federal court decisions restricting the City's ability to regulate activities that involve person-to-person donation requests. [All Wards]
ADOPTED 2022-411

ORDINANCE NO. **2022-411**

ORDINANCE AMENDING CHAPTER 9.08 ENTITLED "DISORDERLY CONDUCT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REPEALING SECTIONS 9.08.050 AND 9.08.080 DUE TO A RECENT TREND IN FEDERAL COURT DECISIONS RESTRICTING THE CITY'S ABILITY TO REGULATE ACTIVITIES THAT INVOLVE PERSON-TO-PERSON DONATION REQUESTS.

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

Section 1. That Section 9.08.050 of the Municipal Code of Davenport, Iowa be and the same is hereby repealed in its entirety and the section number is labeled "Reserved."

Section 2. That Section 9.08.080 of the Municipal Code of Davenport, Iowa be and the same is hereby repealed in its entirety and the section number is labeled "Reserved."

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

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.
Adopted 8/24/2022: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. First Consideration: Ordinance amending Schedule VII "No Parking" of Chapter 10.96 of the Municipal Code of Davenport, Iowa by adding Busch Avenue along the east side from Middle Road south to the alley. [Ward 5] **MOVED TO SECOND CONSIDERATION**

4. Resolution setting a Public Hearing on the proposed conveyance of vacated unimproved right-of-way lying west of Elmore Avenue and south of Pheasant Creek (VSM Holdings, LLC, Petitioner). [Ward 6] **ADOPTED 2022-412**

5. Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events. **ADOPTED 2022-413**

Tim Shea; Belle Court Labor Day Block Party; Sunday, September 4, 2022 11:00 a.m. - 8:00 p.m.; **Closure:** Belle Court from East 61st Street to Parkview Lane. [Ward 8]

Davenport Community School District; West High School Homecoming Parade; 3505 West Locust Street; Thursday, September 8, 2022 4:30 p.m. - 7:00 p.m.; **Closures (Police controlled):** West 18th Street from North Clark Street to North Elsie Avenue; North Elsie Avenue from West 18th Street to West Lombard Street; West Lombard Street from North Elsie Avenue to North Nevada Avenue; North Nevada Avenue from West Lombard Street south to West High School. [Ward 1]

Quad Cities River Bandits; Race to Home 5K; Downtown; Saturday, October 8, 2022 8:30 a.m. - 9:30 a.m.; **Closures:** 8:30 a.m. - 9:15 a.m. 2nd Street from Western Avenue to Centennial Bridge/Gaines Street; 8:30 a.m. - 9:30 a.m. easternmost northbound lane on the Centennial Bridge. [Ward 3]

Scott County Family Y; 36th Annual Turkey Trot; 630 East 4th Street; Thursday, November 24, 2022 5:00 a.m. - 11:00 a.m.; **Closures:** 4th Street from River Drive

to Main Street; Main Street from 4th Street to Lombard Street; Lombard Street from Harrison Street to Brady Street; westernmost lane on Brady Street from Lombard Street to Central Park Avenue; southernmost lane on Central Park Avenue from Brady Street to Harrison Street; easternmost lane on Harrison Street between Central Park Avenue and Lombard Street. [Wards 3 & 5]

6. Resolution accepting work completed under the 2021 Crack and Seat Program by Hawkeye Paving Corporation of Davenport, Iowa in the amount of $780,848.66, CIP # 35053. [Wards 4 & 6] **ADOPTED 2022-414**

7. Resolution accepting work completed under the West 54th Street Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of $342,308.39, CIP #35054.[Ward 8] **ADOPTED 2022-415**

8. Resolution accepting work completed under the Blackhawk Creek Stabilization project by Five Cities Construction Company of Coal Valley, Illinois in the amount of $477,562.45, CIP #33038. [Ward 1] **ADOPTED 2022-416**

9. Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards] **ADOPTED 2022-417**

10. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards] **ADOPTED 2022-418**

11. Resolution assessing the cost of condemned property demolitions at various lots and tracts of real estate. [All Wards] **ADOPTED 2022-419**

12. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards] **ADOPTED 2022-420**

13. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards] **ADOPTED 2022-421**

14. Resolution assessing the cost of nuisance abatement and environmental clean ups at 2109 West 68th Street (Parcel W0331-33). [Ward 8] **ADOPTED 2022-422**

15. Resolution awarding a contract for the 2022 Commercial Alley Resurfacing program to Langman Construction Inc of Rock Island, Illinois in the amount of $226,637.85, CIP #35038. [Ward 3] **ADOPTED 2022-423**

16. Resolution accepting the 2022-2023 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of $541,862 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]
ADOPTED 2022-424

17. Resolution establishing the date and times for the annual Halloween parade and trick-or-treating as Sunday, October 30, 2022 at 2:00 p.m. and Monday, October 31, 2022 5:30 p.m. - 7:30 p.m., respectively. [All Wards] **ADOPTED 2022-425**

18. Motion approving noise variance requests for outdoor events on the listed dates and times. **PASSED 2022-426**

Mississippi Valley Fair; Band after World of Outlaw Races; 2815 West Locust Street; Friday, August 26, 2022 9:00 p.m. - 12:00 a.m.; Outdoor music, over 50 dBA. [Ward 4]

Tim Shea; Belle Court Labor Day Block Party; Sunday, September 4, 2022 11:30 a.m. - 8:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 8]

Jaycees of the Quad Cities; Bar-B-QC; LeClaire Park; 11:00 a.m. - 11:00 p.m. Friday, September 9, 2022 and 11:00 a.m. - 11:00 p.m. Saturday, September 10, 2022; Outdoor music/band, over 50 dBA. [Ward 3]

19. Motion approving beer and liquor license applications. **PASSED 2022-427**

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

Ward 3

Jaycees of the Quad Cities (Davenport Jaycees) - 400 Beiderbecke Drive - Temporary Outdoor Event September 9-10 – License Type: Class B Beer

St. Anthony Church of Davenport (St Anthony Church of Davenport, Iowa) – 417 North Main Street – Temporary Event with Outdoor Area September 11 – License Type: Class B Beer

Mississippi Valley Blues Fest (Mississippi Valley Blues Society, Inc) – 400 Beiderbecke Drive - Recurring Temporary Outdoor Event September 15-18 – License Type: Class B Beer

Ward 5

Players (Players, LLC) - 2218 E 11th St - Outdoor Area - License Type: Class C Liquor

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

Ward 2

Casey's General Store #2092 (Casey's Marketing Company) - 6278 North Pine Street - License Type: Class C Beer

Ward 3

Ruby's (Infamous, LLC) - 429 East 3rd Street - Outdoor Area - License Type: Class C Liquor

Mary's on 2nd (Birdland, Inc) - 832 West 2nd Street - Outdoor Area – License Type: Class C Liquor

Moti's Food (QC Diner, LLC) - 1717 West 3rd Street - License Type: Class E Liquor

Raw Bar (RawBar) - 136 East 3rd Street Unit A - Outdoor Area – License Type: Class C Liquor

Ward 5

Bowlmor Lanes (Davenport Bowlers, Inc) - 2952 Brady Street - License Type: Class C Liquor

The Outing Club (The Outing Club, Inc) - 2109 Brady Street - Outdoor Area - License Type: Class C Liquor

Ward 6

Texas Roadhouse (Texas Roadhouse Holdings, LLC) - 4005 East 53rd Street - License Type: Class C Liquor

Granite City Food & Brewery (Granite City, Inc) - 5270 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor

Ward 7

American Legion Post 26 (Davenport Post #26, The American Legion, Inc) - 702 West 35th Street - Outdoor Area - License Type: Class C Liquor

20. Motion awarding a contract for the replacement of the oil and grease analyzer system at the Water Pollution Control Plant to Biotage LLC of Charlotte, North Carolina in the amount of $54,210. [Ward 1] **PASSED 2022-428**

21. Motion awarding a blanket contract for the purchase of anti-icing chemicals for the 2022-2023 winter season to Ossian, Inc of Davenport, Iowa as the primary supplier and SNI Solutions, Inc of Geneseo, Illinois as the backup supplier. [All Wards]
PASSED 2022-429

22. Motion awarding a blanket contract for the purchase of calcium chloride for the 2022-2023 winter season to Jerico Services, Inc of Indianola, Iowa as the primary supplier and SICALOCO, LTD of Hinsdale, Illinois and Ossian, Inc of Davenport, Iowa as the back up suppliers. [All Wards] **PASSED 2022-430**

23. Motion considering a waiver (temporary deferral) of sidewalk installation at the future site of Fair Oaks Foods at 2951 Enterprise Way. [Ward 8] **PASSED 2022-431**

24. Motion awarding a contract for the Emeis Bunker Renovation Phase III project to Larry Denton, Golf Course Construction & Renovation of Taylor Ridge, Illinois in the amount of $85,756.75, CIP #64116. [Ward 1] **PASSED 2022-432**

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

Following is a summary of revenue received for the month of July 2022:

Property Taxes	$-
Other City Taxes	$72,917
Special Assessments	$-
Licenses & Permits	$164,510
Intergovernmental	$764,942
Charges for Services	$4,021,057
Use of Monies & Property	$86,956
Fines & Forfeits	$12,383
Bonds/Loan Proceeds	$35,732
Miscellaneous	$234,796

XVI. Adjourn **8:11 p.m.**

Brian J. Krup

Brian J. Krup
Deputy City Clerk

City of Davenport

Department: City Clerk
Contact Info: Brian Krup | 563-326-6163

Action / Date
9/14/2022

Subject:
Approval of the Report on Committee of the Whole for September 7, 2022.

ATTACHMENTS:

	Type	Description
	Exhibit	COW Report 090722

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/8/2022 - 11:05 AM

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, September 7, 2022 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Kelly. Upon the roll being called, all Aldermen were present except Alderman Gripp (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Jobgen, and Alderman Ortiz).

The following Public Hearings were held: **Community Development:** 1. on the proposed conveyance of vacated unimproved right-of-way lying west of Elmore Avenue and south of Pheasant Creek to VSM Holdings, LLC, Petitioner; and 2. on the HOME-ARP Allocation Plan.

The following Presentation was held: Chief of Police Swearing-In | Jeffery Bladel.

Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderwoman Lee reviewed all items listed. On motion by Alderman Ortiz, second by Alderman Jobgen all items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderwoman Dickmann, second by Alderman Ortiz item #2, Second Consideration: Ordinance amending Chapter 10.96 of the Municipal Code of Davenport, Iowa entitled "Schedules" by making various changes to Schedules II, V, and XIV to implement a change in traffic flow for 3rd and 4th Streets between River Drive and Marquette Street, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Works:** Alderman Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Ortiz all items moved to the Consent Agenda. **Finance:** Alderman Condon reviewed all items listed. On motion by Alderman Cornette, second by Alderwoman Dickmann all items moved to the Consent Agenda.

Council adjourned at **6:16 p.m.**

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

Action / Date
9/14/2022

Subject:
Welcoming Week | September 9-18, 2022

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	9/8/2022 - 8:23 AM

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

Action / Date
9/14/2022

Subject:
Palmer College of Chiropractic Day | September 18, 2022

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	9/8/2022 - 8:21 AM

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

Action / Date
9/14/2022

Subject:
Metrocom NAACP Unit #4019 Day | September 24, 2022

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	9/8/2022 - 12:21 PM

City of Davenport

Department: Public Safety
Contact Info: Tom Warner | 563-326-7735

Action / Date
9/14/2022

Subject:
Second Consideration: Ordinance amending Chapter 10.96 of the Municipal Code of Davenport, Iowa entitled “Schedules” by making various changes to Schedules II, V, and XIV to implement a change in traffic flow for 3rd and 4th Streets between River Drive and Marquette Street. [Ward 3]

Recommendation:
Consider the Ordinance.

Background:
A proposal to convert 3rd and 4th Street between River Drive and Marquette Street from a one-way traffic pattern to a two-way traffic pattern has reached a decision point. The attached Ordinance implements the change in traffic flow.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	8/11/2022 - 4:42 PM

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY MAKING VARIOUS CHANGES TO SCHEDULES II, V, AND XIV TO IMPLEMENT A CHANGE IN TRAFFIC FLOW FOR 3RD AND 4TH STREETS BETWEEN RIVER DRIVE AND MARQUETTE STREET.

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

Section 1. That Schedule II entitled "One-Way Streets" (10.96.040B) in reference to 3rd and 4th Street is hereby amended as follows:

3rd St from Telegraph Rd to ~~River Dr~~ Marquette St

4th St from ~~River Dr~~ Marquette St to Lincoln Ct

Section 2. That Schedule V entitled "4-Way Stop Intersections" (10.96.040E) is hereby amended by adding the following intersections:

Iowa St at 3rd St

Iowa St at 4th St

Pershing Ave at 3rd St

Pershing Ave at 4th St

Section 3. That Schedule XIV entitled "Intersection Traffic Signals" (10.96.040N) is hereby amended by adding the following intersections:

River Dr at 4th St

Scott St at 4th St

Section 4. That Schedule XIV entitled "Intersection Traffic Signals" (10.96.040N) is hereby amended by deleting the following intersections:

Iowa St at 3rd St

Iowa St at 4th St

Pershing Ave at 3rd St

Pershing Ave at 4th St

Ripley St at 3rd St

Scott St at 3rd St

Warren St at 3rd St

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

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on_____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Safety
Contact Info: Gary Statz | 563-326-7754

Action / Date
9/14/2022

Subject:
Second Consideration: Ordinance amending Schedule VII "No Parking" of Chapter 10.96 of the Municipal Code of Davenport, Iowa by adding Busch Avenue along the east side from Middle Road south to the alley. [Ward 5]

Recommendation:
Adopt the Ordinance.

Background:
Busch Avenue varies from 20 to 25 feet wide and is only one block long. There is not enough room to drive between parked cars so parking needs to be limited to one side of the street.

ATTACHMENTS:

	Type	Description
	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	8/10/2022 - 10:14 AM
Public Works Committee	Moses, Trish	Approved	8/10/2022 - 10:14 AM
City Clerk	Admin, Default	Approved	8/10/2022 - 1:52 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VII "NO PARKING" OF CHAPTER 10.96 OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING BUSCH AVENUE ALONG THE EAST SIDE FROM MIDDLE ROAD SOUTH TO THE ALLEY.

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

Section 1. That Schedule VII No Parking of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Busch Ave along the east side from Middle Rd south to the alley.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Brian Heyer | 563-326-7735 **9/14/2022**

Subject:
Resolution authorizing the conveyance of vacated unimproved right-of-way lying west of Elmore Avenue and south of Pheasant Creek to VSM Holdings, LLC, Petitioner. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
In July 2022 the City Council approved the vacation of this right-of-way and VSM Holdings seeks ownership in order to incorporate it into its development of the land.

The required Public Hearing was held at the September 7, 2022 Committee of the Whole Meeting.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	9/1/2022 - 10:21 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION authorizing the conveyance of vacated unimproved public right-of-way lying west of Elmore Avenue and south of Pheasant Creek to VSM Holdings, LLC, Petitioner.

WHEREAS, the City of Davenport currently owns vacated public right-of-way known as the unimproved right-of-way lying west of Elmore Avenue and south of Pheasant Creek, legally described as:

> Part of the Northwest Quarter of Section 8, Township 78 North, Range 4 East of the 5th P.M., Davenport, Scott County, Iowa, being more particularly described as follows: Commencing, as a point of reference, at the southeast corner of Lot 2 of Pheasant Ridge First Addition to the City of Davenport, Iowa; thence North 00°-08'-28" East (assumed bearing for this description) 241.25 feet along the east line of said Lot 2 to the northwest corner of Lot 1 of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described: thence continuing North 00°-08'-25" East 235.54 feet along the east line of said Lot 2; thence South 44°-59'-10" East 128.78 feet; thence southerly 105.97 feet along a curve concave westerly having a radius of 1,435.00 feet and a chord bearing and distance of South 02°-11'-15" East 105.95 feet; thence South 00°-04'-20" East 105.89 feet to a point on the north line of said Lot 1; thence North 54°-54'-25" West 117.08 feet along the northerly line of said Lot 1 to the point of beginning. Containing 21,026 square feet, more or less; and

WHEREAS, the City of Davenport wishes to convey the same to VSM Holdings, LLC subject to easements and restrictions of record and existing utilities; and

WHEREAS, a Public Hearing on the matter was held on Wednesday, September 7, 2022 as required by law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above-described real estate is hereby conveyed to VSM Holdings, LLC, subject to easements and restrictions of record and existing utilities; and

BE IT FURTHER RESOLVED that the conveyance shall be executed by the Mayor and Deputy City Clerk on behalf of the City of Davenport.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krupp
Deputy City Clerk

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **9/14/2022**

Subject:
Resolution approving Case F22-05 being the request of Seven Hills Paving LLC for a final plat of Brady Eighty Industrial Park 7th Addition for a 1-lot subdivision on 2.99 acres located south of East 59th Street and west of Tremont Avenue. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The request for this subdivision is to facilitate industrial development by combining four lots into one, incorporating vacated right-of-way, and establishing easements. The Plan & Zoning Commission reviewed Case F22-05 at its April 19, 2022 meeting and has recommended approval subject to the listed findings and conditions.

Findings:
1. The final plat conforms to the comprehensive plan Davenport +2035.
2. The final plat prepares the area for future development.
3. The final plat (with conditions recommended by City Staff) would achieve consistency with subdivision requirements.

Conditions:
1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Approval of the final plat shall be contingent upon the vacated right-of-way being conveyed to Seven Hills Paving LLC.
4. Revise the water detention note to state, "No stormwater detention or water quality treatment will be required with this plat. Individual lot owners will be responsible for meeting all stormwater code requirements at the time of future development."
5. Indicate the location of existing utility easements between Lots 7-10 as shown in Brady Eighty Industrial Park 6th Addition that are to be vacated.

Comprehensive Plan:
1. Within Existing Urban Service Area: Yes
2. Within Urban Service Area 2035: Yes
3. Future Land Use Designation: Industry (I)

Relevant Goals to be considered in this Case: Strengthen the Existing Built Environment.

The proposed final plat complies with the Davenport +2035 proposed land use section.

Zoning: I-1 Light Industrial District

Technical Review:

1. Streets: Right-of-way has been vacated.

2. Storm Water: In addition to stormwater detention and water quality treatment that will be required per ordinance on each lot, excess stormwater passage will need to be accounted for to continue to drain the two properties to the east and properties from the north.
3. Sanitary Sewer: Existing infrastructure can be extended south to the future development site from East 59th Street.
4. Iowa American Water: There is an 8 inch water main within the vacated public right-of-way. The purpose of the main was to supply Lots 7-10 of Brady Eighty Industrial Park 6th Addition and potentially Lot 1 of Phoenix Centre 6th Addition. Iowa American Water requests an easement be recorded and for no permanent structures to be built within the easement. The properties at 923 East 59th Street and 5880 Tremont Avenue do not utilize this water main and will not be impacted.
5. Other Utilities: Normal utility services are available at this site.
6. Parks/Open Space: The proposed plat does not impact any existing or planned parks or public open space.

Public Input: No Public Hearing is required for a final plat.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Final Plat-Brady Eighty Industrial Park 7th Addition
🗋	Backup Material	Vicinity, Zoning, & Future Land Use Map
🗋	Backup Material	Application
🗋	Backup Material	Ordinance 2022-123

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	8/31/2022 - 1:31 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving Case F22-05 being the request of Seven Hills Paving, LLC for a final plat of Brady Eighty Industrial Park 7th Addition for a 1-lot subdivision on 2.99 acres located south of East 59th Street and west of Tremont Avenue.

WHEREAS, the Plan & Zoning Commission reviewed Case F22-05 at the April 19, 2022 regularly scheduled meeting with a recommendation for approval subject to the following five conditions:

1. That the surveyor signs the plat.

2. That the utility providers sign the plat when their easement needs have been met.

3. Approval of the final plat shall be contingent upon the vacated right-of-way being conveyed to Seven Hills Paving LLC.

4. Revise the water detention note to state, "No stormwater detention or water quality treatment will be required with this plat. Individual lot owners will be responsible for meeting all stormwater code requirements at the time of future development."

5. Indicate the location of existing utility easements between Lots 7-10 as shown in Brady Eighty Industrial Park 6th Addition that are to be vacated.

WHEREAS, the conditions will be added to the plat and/or provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the final plat of Brady Eighty Industrial Park 7th Addition, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk by Seven Hills Paving, LLC, an Iowa limited liability company, be the same and is hereby approved and accepted; and dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City be; and

BE IT FURTHER RESOLVED that the Mayor and Deputy City Clerk are hereby authorized and directed to certify to the adoption of this resolution on said plat as required by law.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

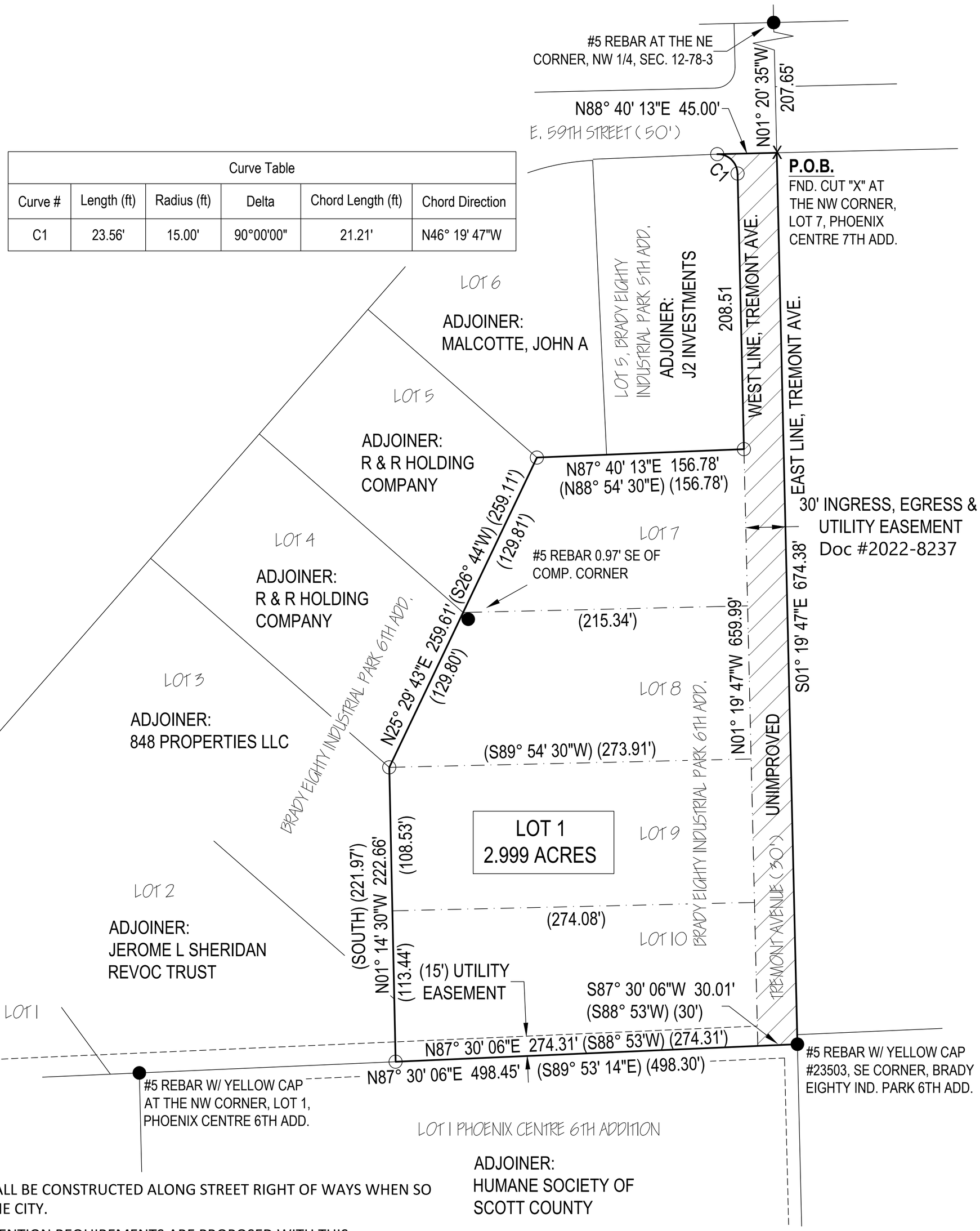
Brian Krup
Deputy City Clerk

FINAL PLAT

BRADY EIGHTY INDUSTRIAL PARK 7TH ADDITION

BEING A REPLAT OF LOTS 7, 8, 9 AND 10 BRADY EIGHTY INDUSTRIAL PARK 6TH ADDITION AND ADJACENT VACATED TREMONT AVENUE, IN THE CITY OF DAVENPORT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	23.56'	15.00'	90°00'00"	21.21'	N46° 19' 47"W



NOTES:

SIDEWALKS SHALL BE CONSTRUCTED ALONG STREET RIGHT OF WAYS WHEN SO ORDERED BY THE CITY.

NO WATER DETENTION REQUIREMENTS ARE PROPOSED WITH THIS PLAT, HOWEVER, INDIVIDUAL LOT OWNERS WILL BE RESPONSIBLE FOR MEETING ANY STORMWATER DETENTION AND WATER QUALITY REQUIREMENTS APPLICABLE.

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE US STATE PLANE COORDINATE SYSTEM, IOWA SOUTH ZONE (1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00.

LEGEND:

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

APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: _____

DATE: _____ ATTEST: _____

CITY PLAN & ZONE COMMISSION

BY: _____ DATE: _____

_____ DATE: _____
MEDIACOM

_____ DATE: _____
IOWA - AMERICAN WATER COMPANY

_____ DATE: _____
CENTURY LINK

_____ DATE: _____
MIDAMERICAN ENERGY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

_____ DATE _____
METRONET

LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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

_____
MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2021
Pages or sheets covered by this seal:

TOWNSEND ENGINEERING
CIVIL ○ STRUCTURAL ○ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 3/24/2022

DRAWN BY: KLC
CHECKED BY: MDR
DRAWN BY: S:\7 HILLS PAVING

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT: FINAL PLAT BRADY EIGHTY INDUSTRIAL PARK 7TH ADDITION DAVENPORT, IA

OWNER: SEVEN HILLS PAVING LLC 23101 33RD ST MAQUOKETA IA, 52060

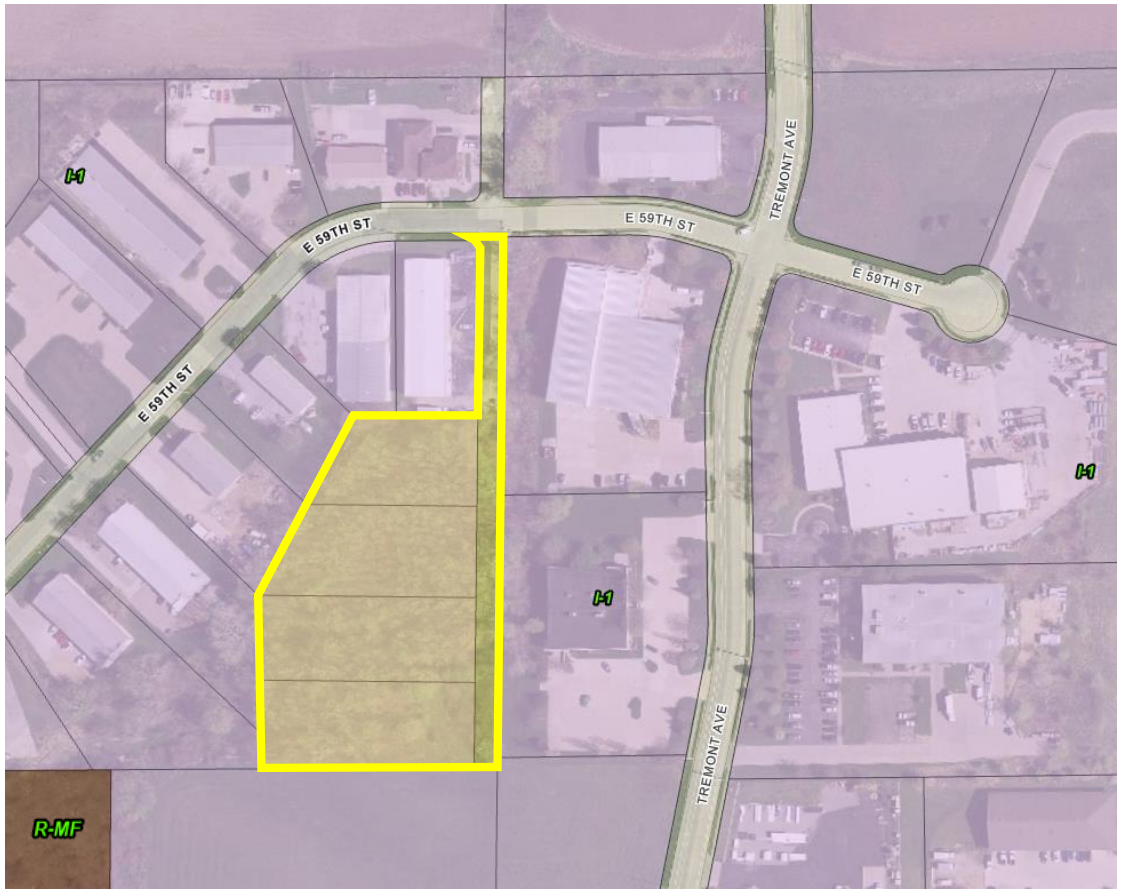
SHEET NO. 1 OF 1

Vicinity Map

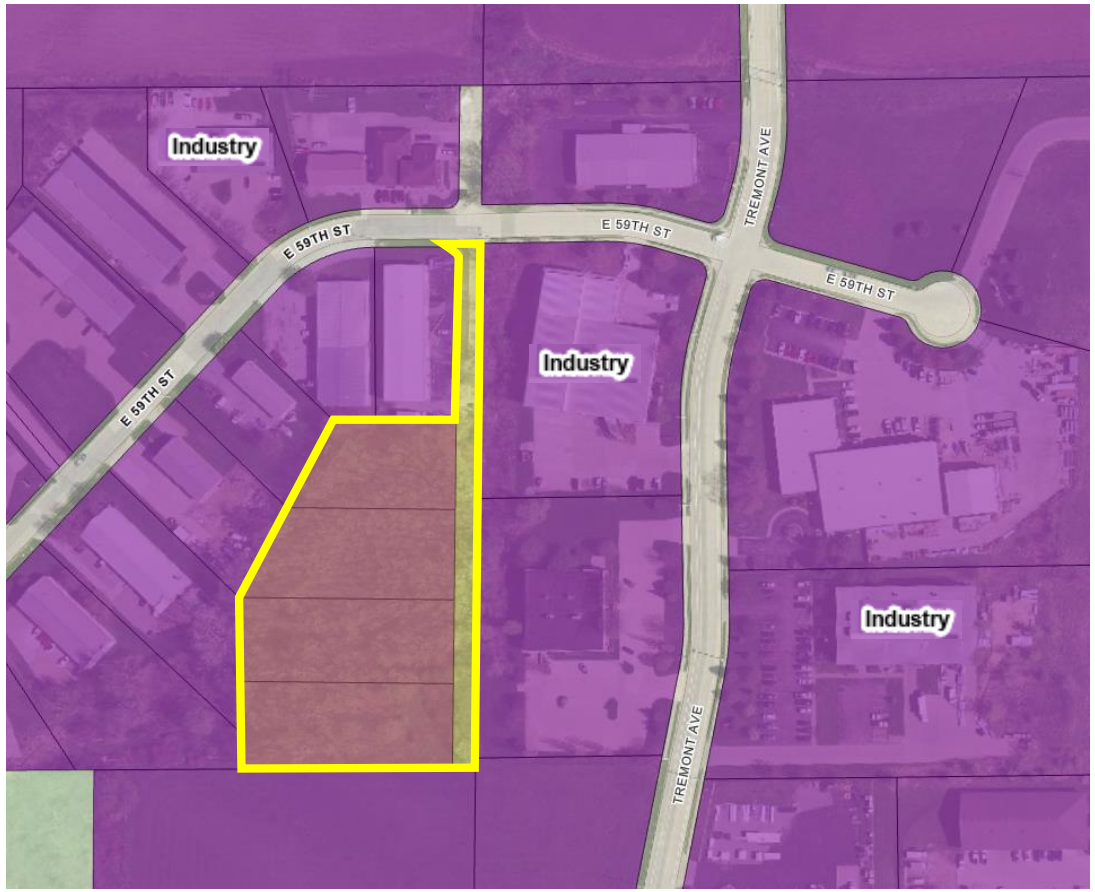
DAVENPORT
IOWA | USA



Maps



Zoning Map



Future Land Use Map



1200 E 46th Street
Davenport, Iowa 52807
(563) 326-6198
Planning@davenportiowa.com

Complete application can be emailed to planning@davenportiowa.com

Property Address*
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission
Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation
Voluntary Annexation

Zoning Board of Adjustment
Zoning Appeal
Special Use
Hardship Variance

Design Review Board
Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of East Davenport

Historic Preservation Commission
Certificate of Appropriateness
Landmark Nomination
Demolition Request

Administrative
Administrative Exception
Health Services and Congregate Living Permit

Preliminary Plat – Required for subdivisions of four lots or more.

Property Location:

Total Land Area:
Total Number of Lots:
Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
  Ten or fewer lots - $400 plus $25 per lot.
  Eleven to twenty-five lots - $700 plus $25 per lot.
  More than twenty-five lots - $1,000 plus $25 per lot.
- A PDF of the proposed plat at a scale of not less than one inch per one hundred feet, which depicts the following:
  - The location of existing property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on the land.
  - The proposed location and width of streets, alleys, lots, building setback lines and easements.
  - Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract and immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet shall be indicated in a general way upon the plat.
  - Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor.
  - The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land.
  - Existing contours with intervals of five feet or less.
  - North point, scale and date.
  - A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.

Final Plat – Required for subdivisions of two lots or more.

Property Location:

Total Land Area:
Total Number of Lots:
Linear Feet of Streets Added:
Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
  Ten or fewer lots - $400 plus $25 per lot.
  Eleven to twenty-five lots - $700 plus $25 per lot.
  More than twenty-five lots - $1,000 plus $25 per lot.
- A PDF of the proposed final plat at a scale of not less than one inch per one fifty feet, which depicts the following:
  - The boundary lines of the area being subdivided with accurate distances and bearings.
  - The lines of all proposed streets and alleys with their width and names.
  - The accurate outline of any property which is offered for dedication for public use.
  - The lines of all adjoining lands and the lines of adjacent streets and alleys with their width and names.
  - All lot lines and an identification system for lots and blocks.
  - Building lines and easements for any right-of-way provided for public use, services or utilities, or excess storm water passageways with figures showing their dimensions.
  - All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a foot.
  - Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners.
  - All survey monuments and bench marks together with their descriptions.
  - Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument; points of compass; graphic scale of map; and name and address of owner or owners or the subdivider, or in the case of corporate ownership, the name and address of the registered agent of said corporation shall also appear on the plat;
- Prior to forwarding the proposed final plat to City Council:
  - One full size copy of corrected final plat with the original mylar/sepia and one reduced copy signed/stamped by the utility companies.
  - Executed platting certificates acceptable to the City of Davenport:
    - Acceptance by the City of Davenport.
    - Hold Harmless Agreement.
    - Assessment waiver (sidewalks and subdivision improvements).
    - Dedication of Owner.
    - Consent to platting where applicable.
    - Certificate of Attorney.
    - Surveyor's Certificate.
    - Certificate of County Treasurer.
    - Certificate of Subdivision Name by Scott County Auditor.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Preliminary Plat:

(1) Application:
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission's consideration of the proposed preliminary plat:
- Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.

(3) City Council's consideration of the proposed preliminary plat:
- The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Final Plat:

(1) Application:
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission's consideration of the proposed final plat:
- Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.

(3) City Council's consideration of the final plat:
- Prior to forwarding the petition to the City Council, the following must be provided to the Community Planning and Economic Development Department:
  - One full size copy of the corrected final plat and one reduced copy of the corrected final plat signed/stamped by the utility companies.
  - Executed platting certificate.
- The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

(4) Recordation:
- After the Mayor signs the approved final plats and Acceptance by the City of Davenport, the final will be released to the Surveyor to obtain and return 21 full size copies to the Community Planning and Economic Development Department.
- After the 21 copies are returned, two copies of the final plat and platting certificates will be released to the petitioner.
- It is the petitioner's responsibility to record the final plat with the Scott County Recorder's Office.

Petitioner: Austin Ostwinkle Date: 03/24/2022
By typing your name, you acknowledge and agree to the aforementioned procedure and requirements.

Received by: Date:
Planning staff

Date of Plan and Zoning Commission Public Hearing:

Plan and Zoning Commission meetings are held the Tuesday prior to City Council Committee of the Whole meetings at 5:00 p.m. in City Hall Council Chambers, 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I, authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council for the property located at

_____

_____
Signature(s)

State of ,
County of .
Sworn and subscribed to before me

This day of 20 _____
Form of Identification

_____
Notary Public

My Commission Expires:

LEGAL DESCRIPTION

LOTS SEVEN (7), EIGHT (8), NINE (9), AND TEN (10) IN BRADY EIGHTY INDUSTRIAL PARK SIXTH ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.

ROW VACATION DESCRIPTION

PART OF BRADY EIGHTY INDUSTRIAL PARK 5TH AND 6TH ADDITIONS IN THE CITY OF DAVENPORT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN PHOENIX CENTRE 7TH ADDITION; THENCE SOUTH 01° 19' 47" EAST ALONG THE EAST RIGHT OF WAY LINE OF TREMONT AVENUE AS SHOWN ON SAID BRADY EIGHTY INDUSTRIAL PARK 5TH AND 6TH ADDITION, A DISTANCE OF 674.38 FEET TO THE SOUTHEAST CORNER OF BRADY EIGHTY INDUSTRIAL PARK 6TH ADDITION; THENCE SOUTH 87° 30' 06" WEST ALONG THE SOUTH LINE OF SAID 6TH ADDITION, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT OF WAY LINE OF TREMONT AVENUE; THENCE NORTH 01° 19' 47" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 659.99 FEET TO A 15.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY, THENCE 23.56 FEET NORTHWESTERLY ALONG SAID CURVE, WITH A DELTA ANGLE OF 90° 00' 00", AND A 21.21 FEET CHORD THAT BEARS NORTH 46° 19' 47" WEST ; THENCE NORTH 88° 40' 13" EAST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,289 SQUARE FEET, MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Ordinance No. 2022-123

AN ORDINANCE FOR CASE ROW22-01 BEING THE REQUEST OF SEVEN HILLS PAVING LLC TO VACATE UNIMPROVED RIGHT-OF-WAY SOUTH OF EAST 59TH STREET AND WEST OF TREMONT AVENUE.

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

Section 1. The following described units of Scott County, Iowa real estate are hereby vacated (abandoned). The property has the following legal description:

PART OF BRADY EIGHTY INDUSTRIAL PARK 5TH AND 6TH ADDITIONS IN THE CITY OF DAVENPORT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 IN PHOENIX CENTRE 7TH ADDITION; THENCE SOUTH 01° 19' 47" EAST ALONG THE EAST RIGHT OF WAY LINE OF TREMONT AVENUE AS SHOWN ON SAID BRADY EIGHTY INDUSTRIAL PARK 5TH AND 6TH ADDITION, A DISTANCE OF 674.38 FEET TO THE SOUTHEAST CORNER OF BRADY EIGHTY INDUSTRIAL PARK 6TH ADDITION; THENCE SOUTH 87° 30' 06" WEST ALONG THE SOUTH LINE OF SAID 6TH ADDITION, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT OF WAY LINE OF TREMONT AVENUE; THENCE NORTH 01° 19' 47" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 659.99 FEET TO A 15.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY, THENCE 23.56 FEET NORTHWESTERLY ALONG SAID CURVE, WITH A DELTA ANGLE OF 90° 00' 00", AND A 21.21 FEET CHORD THAT BEARS NORTH 46° 19' 47" WEST ; THENCE NORTH 88° 40' 13" EAST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20,289 SQUARE FEET, MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The vacation (abandonment) is subject to the following conditions:

1. The property owner shall record an easement agreement immediately subsequent to the recording of the City's quit claim deed.

2. A final plat shall be recorded within six months of the conveyance of public right-of-way. The final plat shall provide access and utility easements from the proposed lots to East 59th Street.
3. No development shall occur on Lots 7, 8, 9, and 10 of Brady Eighty Industrial Park 6th Addition until a final plat providing access to East 59th Street is recorded.
4. A public utility easement shall be dedicated for the preservation and maintenance of existing utilities within the vacated right-of-way.

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

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

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

First Consideration February 9, 2022

Second Consideration February 23, 2022

Third Consideration March 9, 2022

Published in the *Quad City Times* on March 15, 2022

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **9/14/2022**

Subject:
Resolution approving Case F22-08 being the request of Leveraged Holdings, LLC for a final plat of Davenport Industrial Park 6th Addition for a 2-lot subdivision on 5 acres located at 4701 Rockingham Road. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
The purpose of the final plat is to divide the land into two lots, which places each land use on a separate parcel. The Plan and Zoning Commission reviewed Case F22-08 at its July 5, 2022 meeting and has recommended approval subject to the listed findings and conditions.

Findings:

1. The final plat conforms to the comprehensive plan Davenport +2035.
2. The final plat prepares the area for future development.
3. The final plat (with conditions recommended by City Staff) would achieve consistency with subdivision requirements.

Conditions:

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Add a note stating, "No access is allowed to Rockingham Road or US Highway 61."
4. Add a note stating, "Stormwater detention and water quality treatment will be required with this subdivision upon development and shall be owned and maintained by the property owner."
5. Ensure sanitary sewer lateral is located within a sanitary sewer easement.

Comprehensive Plan:

Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The property is designated as Industry (I) in the Davenport +2035 Land Use Plan.

Zoning:

The the subject property is zoned I-2 Heavy Industrial District.

Technical Review:

- **Zoning:** The current use of the property as a 'Self-Storage Facility: Outdoor" and the northern industrial building are permitted uses in the I-2 Heavy Industrial District. Both structures comply with setback requirements. The two proposed lots comply with the minimum width requirement of 70 feet and exceed the minimum lot area requirement of 10,000 square feet.
- **Streets:** Both lots will maintain frontage along either Rockingham Road and US Highway 61. However, street access will be restricted to Buckeye Street. No driveway approaches will be permitted on Rockingham Road or US Highway 61 for either parcel. A 40 foot access easement has been provided over the existing driveway through Lot 2 to maintain street access onto Buckeye Street.
- **Storm Water:** The development of the property will need to comply with the City's stormwater requirements when further development occurs.
- **Sanitary Sewer:** Should development occur at the site, sanitary sewers can be extended from existing infrastructure to serve this subdivision. There is an existing 10 inch sanitary sewer in Buckeye Street.
- **Other Utilities:** Other normal utility services are available.

Public Input:

No Public Hearing is required for a final plat.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Final Plat
🗋	Backup Material	Vicinity, Zoning, & Future Land Use Map
🗋	Backup Material	Application

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	8/31/2022 - 1:32 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving Case F22-08 being the request of Leveraged Holdings, LLC for a final plat of Davenport Industrial Park 6th Addition for a 2-lot subdivision on five acres located at 4701 Rockingham Road.

WHEREAS, the Plan & Zoning Commission reviewed Case F22-08 at the July 5, 2022 regularly scheduled meeting with a recommendation for approval subject to the following five conditions:

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Add a note stating, "No access is allowed to Rockingham Road or US Highway 61."
4. Add a note stating, "Stormwater detention and water quality treatment will be required with this subdivision upon development and shall be owned and maintained by the property owner."
5. Ensure sanitary sewer lateral is located within a sanitary sewer easement.

WHEREAS, the conditions will be added to the plat and/or provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the final plat of Davenport Industrial Park 6th Addition, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk by Leveraged Holdings, LLC, an Iowa limited liability company, be the same and is hereby approved and accepted; and dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City be; and

BE IT FURTHER RESOLVED that the Mayor and Deputy City Clerk are hereby authorized and directed to certify to the adoption of this resolution on said plat as required by law.

Passed and approved this 14th day of September, 2022.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

PREPARED BY / RETURN TO: Townsend Engineering, 2224 E. 12th Street, Davenport, Iowa 52803 (563) 386-4236

FINAL PLAT

DAVENPORT INDUSTRIAL PARK 6TH ADDITION

BEING A REPLAT OF LOT 1 DAVENPORT INDUSTRIAL PARK 4TH ADDITION TO THE CITY OF DAVENPORT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 77 NORTH, RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA.

NOTES:

1. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

2. ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

3. COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

4. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

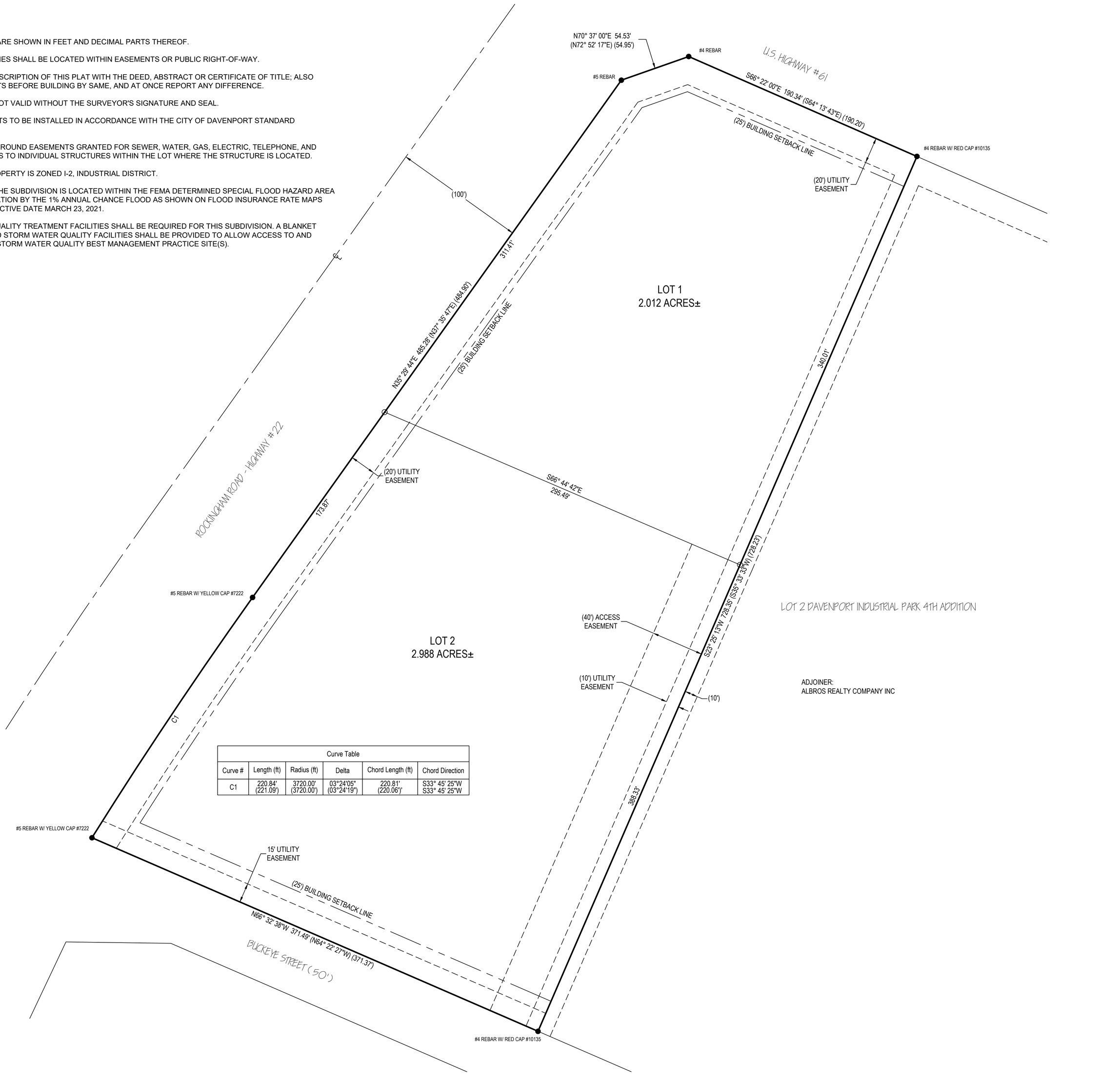
5. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DAVENPORT STANDARD SPECIFICATIONS.

6. BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

7. THE SUBJECT PROPERTY IS ZONED I-2, INDUSTRIAL DISTRICT.

8. NO PORTION OF THE SUBDIVISION IS LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAPS #19163C0345G EFFECTIVE DATE MARCH 23, 2021.

9. STORM WATER QUALITY TREATMENT FACILITIES SHALL BE REQUIRED FOR THIS SUBDIVISION. A BLANKET EASEMENT FOR SAID STORM WATER QUALITY FACILITIES SHALL BE PROVIDED TO ALLOW ACCESS TO AND THROUGHOUT THE STORM WATER QUALITY BEST MANAGEMENT PRACTICE SITE(S).



Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	220.84' (221.09')	3720.00' (3720.00')	03°24'05" (03°24'19")	220.81' (220.06')'	S33° 45' 25"W S33° 45' 25"W

ADJOINER:
ALBROS REALTY COMPANY INC

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

N W E S

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1" = 40' (24x36)

APPROVAL SIGNATURES:

MAYOR DATE:

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

IOWA - AMERICAN WATER COMPANY DATE:

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

METRONET DATE:

PLAT INFORMATION

1. Owner:
Leveraged Holdings LLC
5167 Utica Ridge Road
Davenport, Iowa 52807

2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

3. Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

4. Attorney:
Joe Judge
Lane & Waterman
220 N. Main Street
Davenport, Iowa 52801
(563) 324-3246

LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

TOWNSEND ENGINEERING
CIVIL ○ STRUCTURAL ○ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 6/9/2022

DRAWN BY: KLC

CHECKED BY: INITIALS

LOCATION
S:\DENHARTOG-THAD\4701 ROCKINGHAM

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
FINAL PLAT
DAVENPORT INDUSTRIAL
PARK 6TH ADDITION

OWNER:
LEVERAGED HOLDINGS LLC
5167 UTICA RIDGE RD
DAVENPORT IA 52807

SHEET NO.
1
OF
1

Vicinity Map

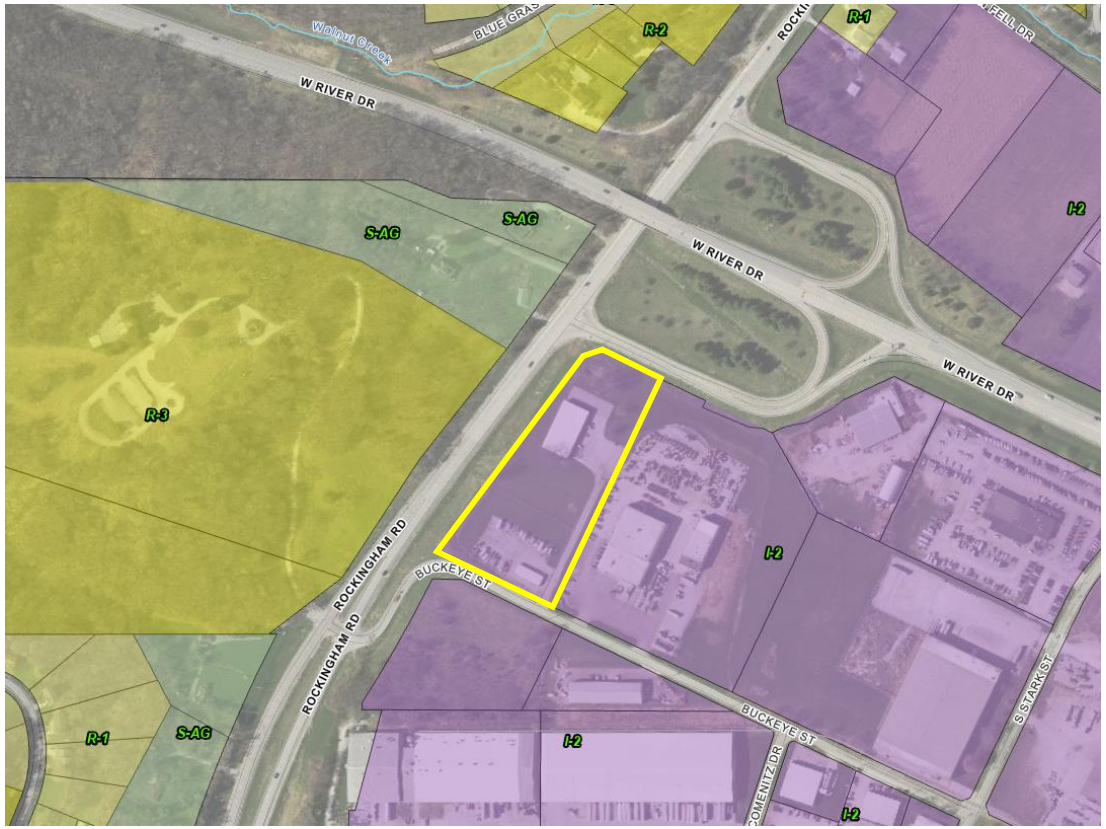
DAVENPORT
IOWA | USA



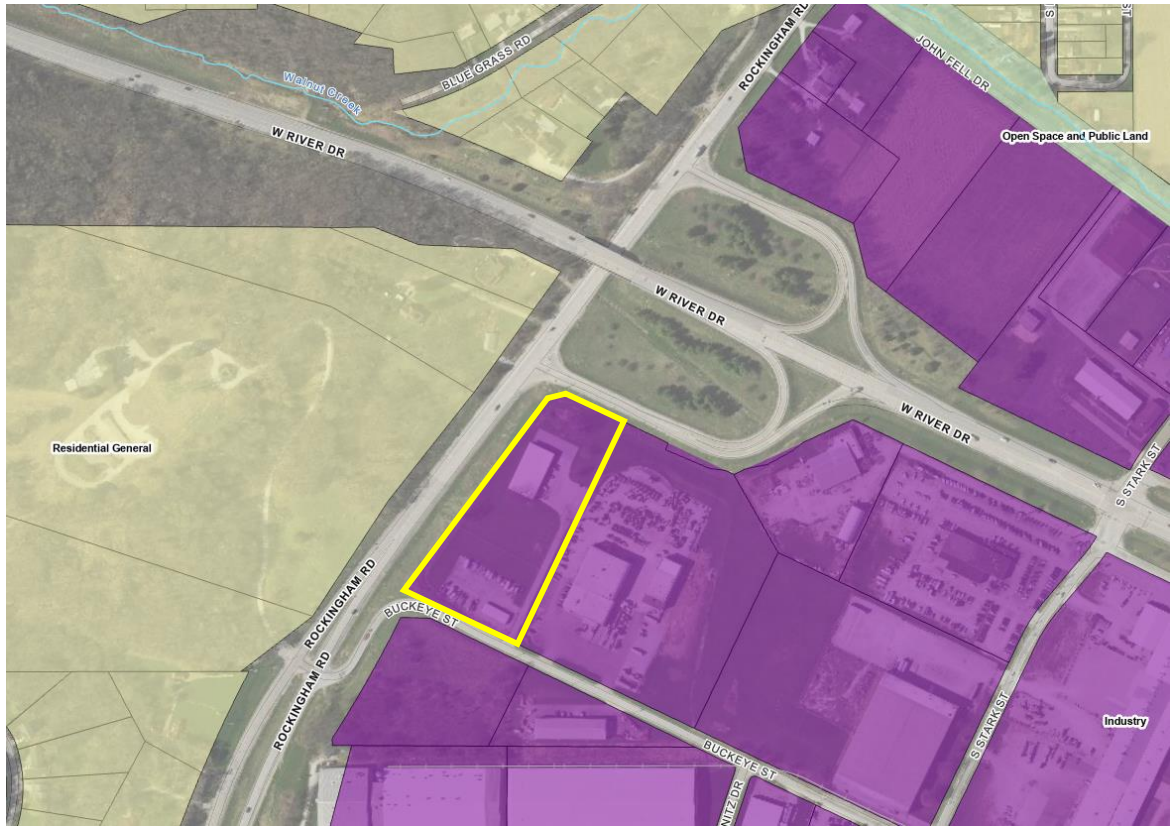




Maps



Zoning Map



Future Land Use Map



1200 E 46th Street
Davenport, Iowa 52807
(563) 326-6198
Planning@davenportiowa.com

Complete application can be emailed to planning@davenportiowa.com

Property Address*
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission
Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation
Voluntary Annexation

Zoning Board of Adjustment
Zoning Appeal
Special Use
Hardship Variance

Design Review Board
Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of East Davenport

Historic Preservation Commission
Certificate of Appropriateness
Landmark Nomination
Demolition Request

Administrative
Administrative Exception
Health Services and Congregate Living Permit

Preliminary Plat – Required for subdivisions of four lots or more.

Property Location:

Total Land Area:
Total Number of Lots:
Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
  Ten or fewer lots - $400 plus $25 per lot.
  Eleven to twenty-five lots - $700 plus $25 per lot.
  More than twenty-five lots - $1,000 plus $25 per lot.
- A PDF of the proposed plat at a scale of not less than one inch per one hundred feet, which depicts the following:
  - The location of existing property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on the land.
  - The proposed location and width of streets, alleys, lots, building setback lines and easements.
  - Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract and immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet shall be indicated in a general way upon the plat.
  - Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor.
  - The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land.
  - Existing contours with intervals of five feet or less.
  - North point, scale and date.
  - A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.

Final Plat – Required for subdivisions of two lots or more.

Property Location:

Total Land Area:
Total Number of Lots:
Linear Feet of Streets Added:
Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
  Ten or fewer lots - $400 plus $25 per lot.
  Eleven to twenty-five lots - $700 plus $25 per lot.
  More than twenty-five lots - $1,000 plus $25 per lot.
- A PDF of the proposed final plat at a scale of not less than one inch per one fifty feet, which depicts the following:
  - The boundary lines of the area being subdivided with accurate distances and bearings.
  - The lines of all proposed streets and alleys with their width and names.
  - The accurate outline of any property which is offered for dedication for public use.
  - The lines of all adjoining lands and the lines of adjacent streets and alleys with their width and names.
  - All lot lines and an identification system for lots and blocks.
  - Building lines and easements for any right-of-way provided for public use, services or utilities, or excess storm water passageways with figures showing their dimensions.
  - All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a foot.
  - Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners.
  - All survey monuments and bench marks together with their descriptions.
  - Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument; points of compass; graphic scale of map; and name and address of owner or owners or the subdivider, or in the case of corporate ownership, the name and address of the registered agent of said corporation shall also appear on the plat;
- Prior to forwarding the proposed final plat to City Council:
  - One full size copy of corrected final plat with the original mylar/sepia and one reduced copy signed/stamped by the utility companies.
  - Executed platting certificates acceptable to the City of Davenport:
    - Acceptance by the City of Davenport.
    - Hold Harmless Agreement.
    - Assessment waiver (sidewalks and subdivision improvements).
    - Dedication of Owner.
    - Consent to platting where applicable.
    - Certificate of Attorney.
    - Surveyor's Certificate.
    - Certificate of County Treasurer.
    - Certificate of Subdivision Name by Scott County Auditor.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Preliminary Plat:

(1) Application:
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission's consideration of the proposed preliminary plat:
- Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.

(3) City Council's consideration of the proposed preliminary plat:
- The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Final Plat:

(1) Application:
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

(2) Plan and Zoning Commission's consideration of the proposed final plat:
- Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.

(3) City Council's consideration of the final plat:
- Prior to forwarding the petition to the City Council, the following must be provided to the Community Planning and Economic Development Department:
  - One full size copy of the corrected final plat and one reduced copy of the corrected final plat signed/stamped by the utility companies.
  - Executed platting certificate.
- The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

(4) Recordation:
- After the Mayor signs the approved final plats and Acceptance by the City of Davenport, the final will be released to the Surveyor to obtain and return 21 full size copies to the Community Planning and Economic Development Department.
- After the 21 copies are returned, two copies of the final plat and platting certificates will be released to the petitioner.
- It is the petitioner's responsibility to record the final plat with the Scott County Recorder's Office.

Petitioner: Thad Denhartog Date: 06/09/2022
By typing your name, you acknowledge and agree to the aforementioned procedure and requirements.

Received by: Date:
Planning staff

Date of Plan and Zoning Commission Public Hearing:

Plan and Zoning Commission meetings are held the Tuesday prior to City Council Committee of the Whole meetings at 5:00 p.m. in City Hall Council Chambers, 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I, authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council for the property located at

_____

_____
Signature(s)

State of ,
County of .
Sworn and subscribed to before me

This day of 20 _____
Form of Identification

_____
Notary Public

My Commission Expires:

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Brian Krup | 563-326-6163 **9/14/2022**

Subject:
Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

Davenport Community Schools; Central High Homecoming Parade; Thursday, September 15, 2022 6:00 p.m. - 7:00 p.m.; **Closures (Police controlled):** East 18th Street from Woodland Ave to Fernwood Avenue; Fernwood Avenue from East 18th Street to Forest Road; Forest Road from Fernwood Avenue to Middle Road; Middle Road from Forest Road to Woodland Avenue. [Wards 5 & 6]

Jimmie O's Saloon; Jimmie O's Saloon Streetfest; 2735 Telegraph Road; Saturday, September 17, 2022 8:00 a.m. - 11:00 p.m.; **Closure:** South Rolff Street from Telegraph Road south to the alley before Whitewood Avenue. [Ward 1]

Gold Coast-Hamburg Historic District Association; Gold Coast Tour of Homes; Gold Coast/Hamburg Historic District; 10:00 a.m. – 5:00 p.m. Saturday, September 17, 2022 and Sunday, September 18, 2022; **Closures:** eastbound traffic on the east-west alley between West 6th and West 7th Streets and Ripley and Scott Streets; southbound traffic on Scott Street from the same alley to West 7th Street. [Ward 3]

Hawkeye Sports Bar & Grill; Tyler Richton & the High Bank Boys; 4646 Cheyenne Avenue; Sunday, September 18, 2022 11:00 a.m. - 9:00 p.m.; **Closure:** Cheyenne Avenue from south of the driveway at 4707 Cheyenne Avenue to north of the entrance to 4621 Cheyenne Avenue. [Ward 2]

Davenport Community Schools; North High Homecoming Parade; Thursday, September 22, 2022 5:30 p.m. - 7:00 p.m.; **Closures (Police controlled):** Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to finish at North High School (626 West 53rd Street). [Wards 7 & 8]

Joshua Sherrod; TBK Quad Cities Marathon; Sunday, September 25, 2022 5:00 a.m. - 1:00 p.m.; **Closures:** Riverfront Trail from east City Limits to Marquette Street; Beiderbecke Drive from Gaines Street to Marquette Street; Gaines Street south of River Drive; River Drive from Brown Street to Scott Street; Western Avenue from 2nd Street to River Drive; eastbound 2nd Street from Centennial Bridge/Gaines Street to Western Avenue. [Wards 3 & 5]

City of Davenport; Halloween Parade; Downtown; Sunday, October 30, 2022; **Closures:** *Staging area beginning at 9:00 a.m.:* 3rd Street from Pershing Avenue to River Drive; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street (DPD at 3rd and LeClaire to direct bridge traffic); *Parade route beginning at 12:00 p.m.:* 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to

4th Street; east-west alley between Scott and Ripley Streets and 2nd Street and River Drive; east-west alley between Harrison and Main Streets and 2nd Street and River Drive; Perry Street from East 2nd Street to River Drive; *Parade route beginning at 2:00 p.m.:* Brady and Harrison Streets from 2nd Street to 4th Street. [Ward 3]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Jimmie O's Saloon Closure Map
🗋	Backup Material	Central High School Homecoming Parade Route
🗋	Backup Material	Central High School Homecoming Parade Flyer to Residents
🗋	Backup Material	Gold Coast Tour of Homes Map
🗋	Backup Material	Gold Coast Tour of Homes Letter to Neighbors
🗋	Backup Material	Hawkeye Tap Closure Map
🗋	Backup Material	North High School Homecoming Parade Route
🗋	Backup Material	North High School Homecoming Parade Flyer to Residents
🗋	Backup Material	QC Marathon Course (Downtown)
🗋	Backup Material	QC Marathon Course (Whole)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/2/2022 - 10:23 AM

Resolution No. _____

Resolution offered by Alderman Jobgen.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

Davenport Community Schools; Central High Homecoming Parade; Thursday, September 15, 2022 6:00 p.m. - 7:00 p.m.; ***Closures (Police controlled):*** *East 18th Street from Woodland Ave to Fernwood Avenue; Fernwood Avenue from East 18th Street to Forest Road; Forest Road from Fernwood Avenue to Middle Road; Middle Road from Forest Road to Woodland Avenue. [Wards 5 & 6]*

Jimmie O's Saloon; Jimmie O's Saloon Streetfest; 2735 Telegraph Road; Saturday, September 17, 2022 8:00 a.m. - 11:00 p.m.; ***Closure:*** *South Rolff Street from Telegraph Road south to the alley before Whitewood Avenue. [Ward 1]*

Gold Coast-Hamburg Historic District Association; Gold Coast Tour of Homes; Gold Coast/Hamburg Historic District; 10:00 a.m. – 5:00 p.m. Saturday, September 17, 2022 and Sunday, September 18, 2022; ***Closures:*** *eastbound traffic on the east-west alley between West 6th and West 7th Streets and Ripley and Scott Streets; southbound traffic on Scott Street from the same alley to West 7th Street. [Ward 3]*

Hawkeye Sports Bar & Grill; Tyler Richton & the High Bank Boys; 4646 Cheyenne Avenue; Sunday, September 18, 2022 11:00 a.m. - 9:00 p.m.; ***Closure:*** *Cheyenne Avenue from south of the driveway at 4707 Cheyenne Avenue to north of the entrance to 4621 Cheyenne Avenue. [Ward 2]*

Davenport Community Schools; North High Homecoming Parade; Thursday, September 22, 2022 5:30 p.m. - 7:00 p.m.; ***Closures (Police controlled):*** *Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to finish at North High School (626 West 53rd Street). [Wards 7 & 8]*

Joshua Sherrod; TBK Quad Cities Marathon; Sunday, September 25, 2022 5:00 a.m. - 1:00 p.m.; ***Closures:*** *Riverfront Trail from east City Limits to Marquette Street; Beiderbecke Drive from Gaines Street to Marquette Street; Gaines Street south of River Drive; River Drive from Brown Street to Scott Street; Western Avenue from 2nd Street to River Drive; eastbound 2nd Street from Centennial Bridge/Gaines Street to Western Avenue. [Wards 3 & 5]*

City of Davenport; Halloween Parade; Downtown; Sunday, October 30, 2022; ***Closures:*** *Staging area beginning at 9:00 a.m.: 3rd Street from Pershing Avenue to River Drive; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street (DPD at 3rd and LeClaire to direct bridge traffic); Parade route beginning at 12:00 p.m.: 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to 4th Street; east-west alley between Scott and Ripley Streets and 2nd Street and River Drive; east-west alley between Harrison and Main Streets and 2nd Street and River Drive; Perry Street from East 2nd Street to River*

Drive; Parade route beginning at 2:00 p.m.: Brady and Harrison Streets from 2nd Street to 4th Street. [Ward 3]

WHEREAS, the City, through its Special Events Policy, has accepted the above applications for events on the listed dates and times that are requesting street, lane, or public ground closures; and

WHEREAS, upon review of the application, it has been determined that said streets, lanes, or public grounds will need to be closed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street, lane, or public ground closures are hereby approved and staff is directed to proceed with the closures.

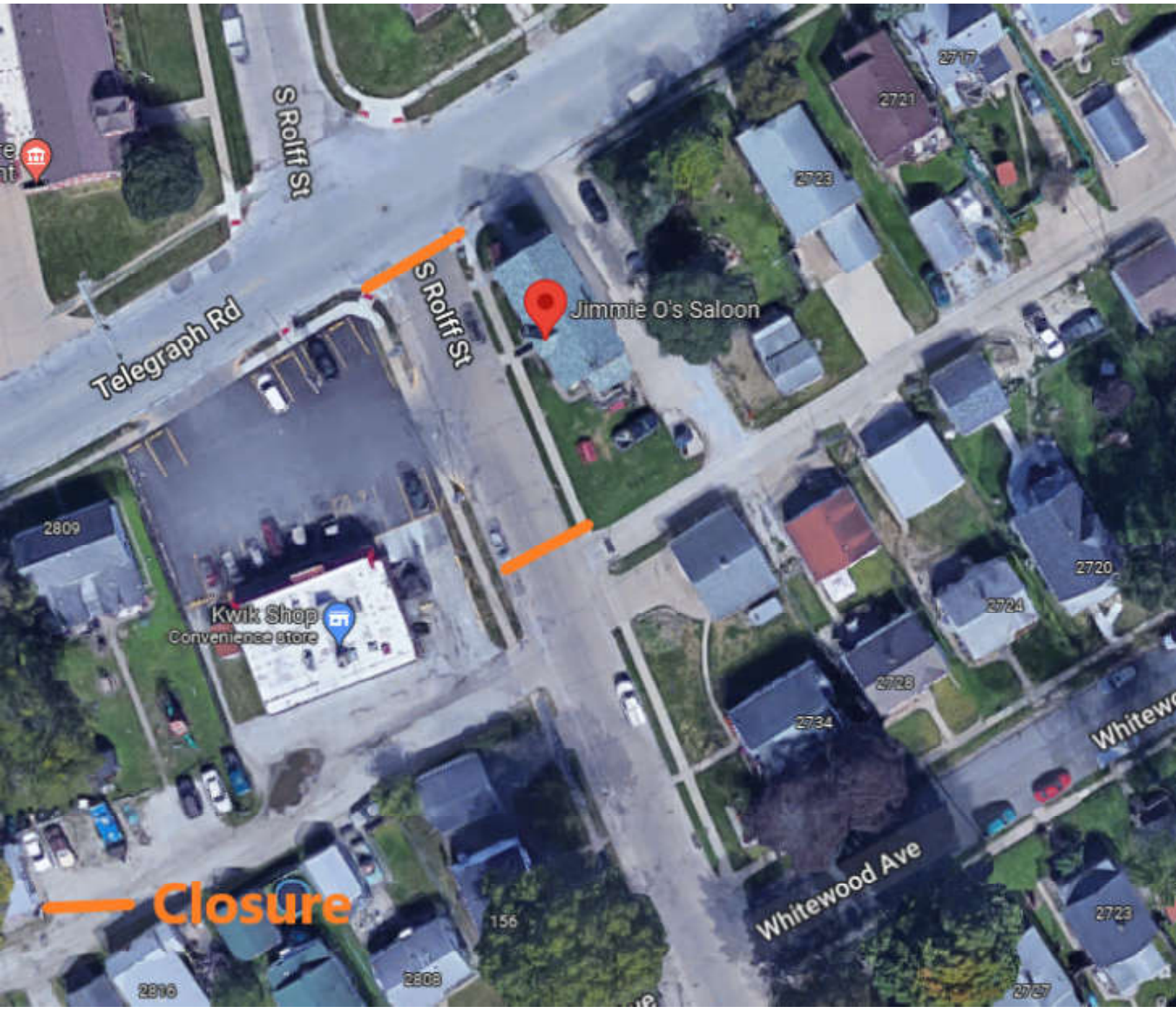
Passed and approved this 14th day of September, 2022.

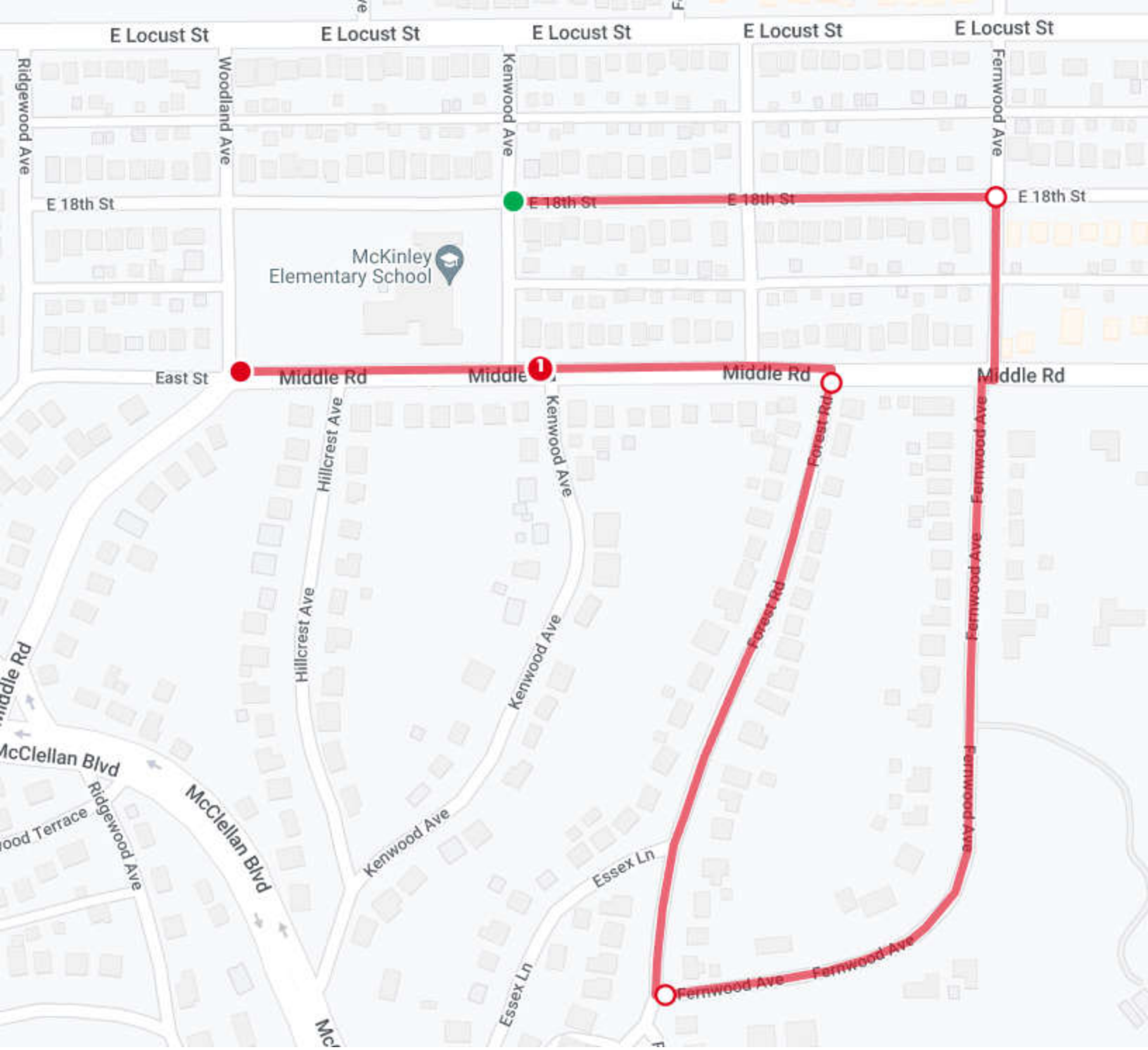
Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk


S Rolff St
S Rolff St
Telegraph Rd
Jimmie O's Saloon
2717
2721
2723
2809
Kwik Shop
Convenience store
2720
2724
2728
2734
Whitewood Ave
Closure
156
2808
2723


E Locust St
E Locust St
E Locust St
E Locust St
E Locust St
Ridgewood Ave
Woodland Ave
Kenwood Ave
Fernwood Ave
E 18th St
E 18th St
E 18th St
E 18th St
McKinley
Elementary School
East St
Middle Rd
Middle
Middle Rd
Middle Rd
Hillcrest Ave
Kenwood Ave
Forest Rd
Fernwood Ave
Hillcrest Ave
Kenwood Ave
Forest Rd
Fernwood Ave
McClellan Blvd
McClellan Blvd
Ridgewood Ave
Kenwood Ave
Essex Ln
Essex Ln
Fernwood Ave
Fernwood Ave


E Locust St
Marlo Ave
E 18t
Middle Rd
Cres

Central Homecoming Parade

The Homecoming Parade and Route are set!
In an effort to make the route as safe as possible for our students, we encourage anyone with a residence on our parade route to move any vehicles off of the street on **Thursday, September 15th, 2022 between 6 - 7pm**.

The route for the parade will be:

- 18th Street going east from McKinley
- Fernwood south to Forest Rd
- Forest Rd North to Middle Rd
- Middle Rd west to Woodland St

We would also love to have you come out and support the Blue Devils along the route, ending with a Pep Rally at McKinley.

Please come out and Enjoy the Festivities!

Request for temporary signage, traffic flow change on September 17 & 18th

The Gold Coast Home Tour takes place 12N-4PM, Saturday and Sunday, September 17th and 18th. In 2018, we had 1,000 visitors over two days.
One of our tour homes is located at 510 W. 6th, just opposite the barricade that was placed there until the alley and substructure could be repaired. So there is no through traffic along the alley between Western and Scott.

With the number of people who attended the last tour, and anticipated crowds this year, we are concerned about congestion at the alley and Scott.
For the tour days, we would propose that the alley be one way going west from Ripley to Scott and then N one way on Scott to 7th Street.
And that an additional barricade be set closer to the intersection of Scott and the alley. We don't want people using it as a parking space.

We have some concerns on the west end as well. There is a sign that says "No thru traffic" that is routinely ignored. With people unfamiliar with the neighborhood coming through, we are a bit concerned they will be confused or that they may also try to park at the dead ended alley. So we'd like some thoughts on what we might do there. Perhaps a soft barricade that the residents of the property on the west in can put aside if they need access. The residents along the alley generally are aware the tour is taking place and we are planning additional communication when we know what the plans are.
We would plan to direct folks parking along Western to walk east along the alley to the tour house at 510 W. 6th.



August 24, 2022

RE: One way traffic in limited area during upcoming Home Tour

Dear Neighbor:

We are writing on behalf of the Gold Coast-Hamburg Historic District Home Tour Committee. Our neighborhood tour will be Saturday and Sunday, September 17th and 18th, 2022, 12N – 4PM.

We are looking forward to a great tour after being on hiatus since 2018 when we welcomed 1,000 visitors.

Again this year, 510 W. 6th Street will be on tour. With the closure of the alley just west of this property, and the amount of traffic we expect on tour days, we believe it is necessary to restrict traffic near the house to reduce the chance of congestion and perhaps accidents at Ripley Street.

We have received approval from the City of Davenport to make the alley north of W. 6th one way going west from Ripley to Scott, and to make Scott Street one way going north from the alley to W. 7th Street.

Barricades allowing one way traffic only will be set up by 10AM on both tour days. They will be set to the side by 5PM so that normal traffic patterns can resume.

For neighborhood residents living west of the closure along the alley, we will work to reinforce the existing signage indicating that traffic cannot drive east past Western along the alley. This is to ensure that everyone living and legally parking in that area will still be able to do so during the tour.

We would remind everyone that, at all times, parking in any alley is allowed only in designated parking spaces and is never allowed directly on the alley itself or in front of the barricades.

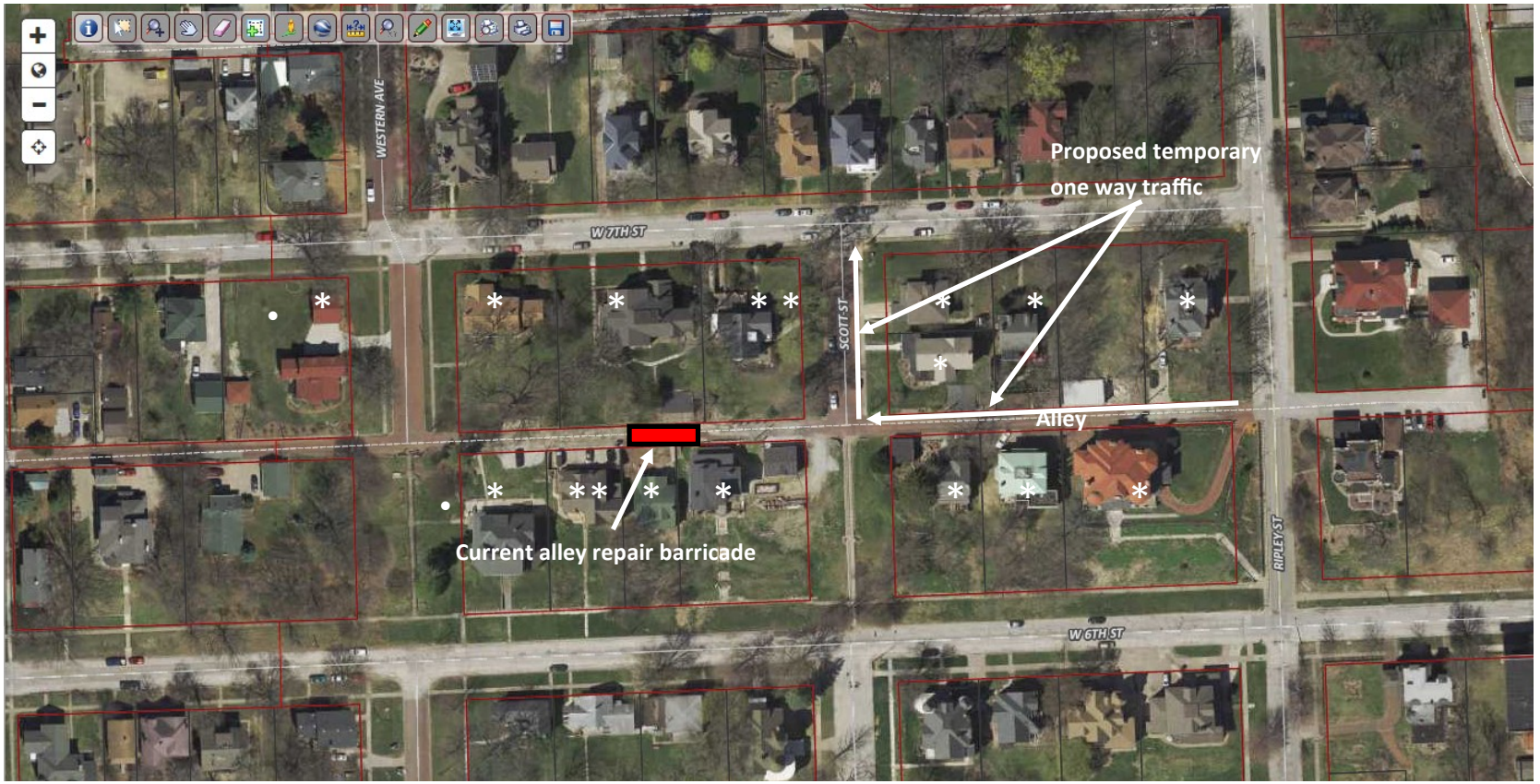
Finally, for those living along the alley, we wanted to let you know that Davenport City Council has approved the contract for the alley repair. These repairs are to begin sometime after September 19th.

The Davenport City Council approves all street closures. This application will come before Council for approval at the Committee of the Whole Meeting on Wednesday, September 7th and voted on at the City Council meeting on Wednesday, September 14th.

Written objections to this temporary traffic pattern change can be submitted in writing to Brian Krup, Deputy City Clerk, at Brian.Krup@davenportiowa.com.

Thanks for your assistance with this plan. If you have any questions, feel free to call Marion Meginnis, 563-326-3290; marion_meginnis@msn.com or Sara Bartholomew at 563-322-8911; sbartholomew@mchsi.com.

Thanks!



*Addresses to be Notified by Flyer	
412 W. 6th St	624 Scott St.**
628 Ripley St.	517 W. 7th St.
420 W. 6th St.	625 Western Ave.
601 Scott St.	624 Western Ave
625 Scott St.	510 W. 6th St.
427 W. 7th St.	514 W. 6th St.
417 W. 7th St	528 W. 6th St.**
625 Scott	532 W. 6th St.
**Mailed to out of town owners	

The notification is also being emailed to the neighborhood list, which will expand notification beyond impacted parcels.


N Pine St
Cheyenne Ave
4707
Cheyenne Ave
W 47th St
Hawkeye Sports
Bar & Grill
Games +1
Game store
J D Coussens Remodeling
Cheyenne Ave
4619
Cheyenne Ave
G D Xpress
4607
4624
W 46th St
W 46th St
W 46th St
W 46th St
W 46th St
W 46th St
Google

mail.davenport.k12.ia.us

16. Schmid Stephanie,



! Notice !

2022 NORTH HOCO PARADE!

The North Hoco parade will be crossing past your house with our band playing.

Where:



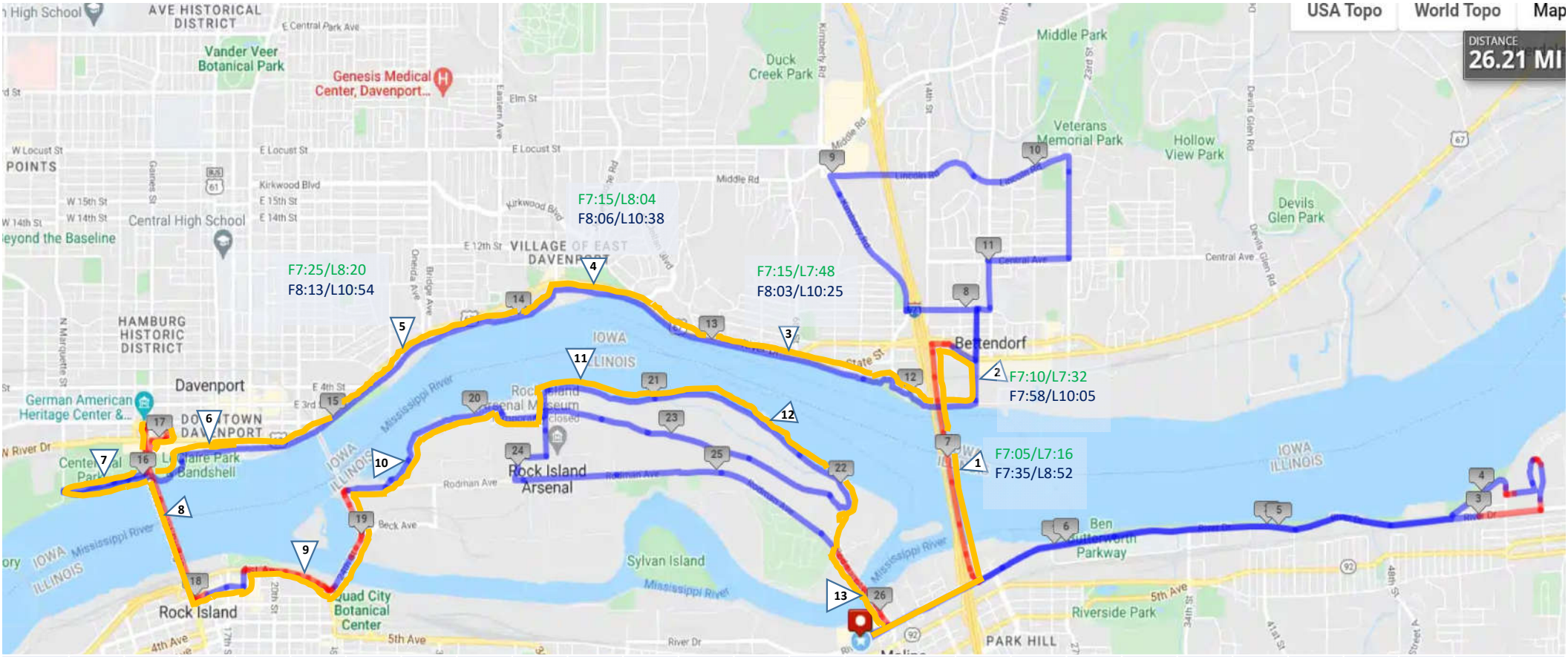
When: Sept. 22nd 5:30-6:30

To submit an objections to this temporary closure, please contact Brian Krup, Deputy City Clerk, at Brian.Krup@davenportiowa.com

! Notice !


Davenport Route for both
Marathon and Half Marathon
W 2nd St
Anna's Nail Salon
Hubill
United States Postal Service
Myrtle St
Warren St
Brown St
Gaines St
QC Co-Lab
Western Ave
WIC Program
Scott St
GOLDEN MART
Convenience store
Shell
Solar Vision
Oriental Food Store
QQ Nail Supply
Hot Glass
Taste 876 Jamaica
Jamaican • $$
N Marquette St
W River Dr
W River Dr
W River Dr
W River Dr
W River Dr
Freight House Farmers' Market
The River's Edge
Davenport Skatepark
Genesis Kidz Koaster
Quad Cities River Bandits
Modern Woodmen Park
Centennial Park
Riverside oasis with a skate park
Priester Dr
S Warren St
S Marquette St
Beiderbecke Dr
Riverfront Trail
Centennial Bridge
Google

TBK Quad Cities Marathon & Half Marathon



Distance	Mile 1	Mile 2	Mile 3	Mile 4	Mile 5	Mile 6	Mile 7	Mile 8	Mile 9	Mile 10	Mile 11	Mile 12	Mile 13	Mile 14	Mile 14.5	Mile 15	Mile 16	Mile 17	Mile 18	Mile 19	Mile 20	Mile 21	Mile 22	Mile 23	Mile 24	Mile 25	Mile 26
First Runner	7:05	7:10	7:15	7:20	7:25	7:30	7:35	7:40	7:45	7:50	7:55	8:00	8:05	8:10	8:13	8:15	8:20	8:25	8:30	8:35	8:40	8:45	8:50	8:55	9:00	9:05	9:10
Last Runner	7:16	7:32	7:48	8:04	8:20	8:36	8:52	9:08	9:24	9:40	9:56	10:12	10:28	10:44	11:00	11:00	11:16	11:32	11:48	12:04	12:20	12:36	12:52	1:08	1:24	1:40	1:56

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
9/14/2022

Subject:
Resolution accepting work completed under the Jackson Avenue Overlay and Intersection Reconstruction project by CDMI Concrete Contractors Inc of Port Byron, Illinois in the amount of $241,168.20, CIP #35054. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
This pavement overlay project consisted of asphalt milling, installation of new concrete curb, ADA sidewalk upgrades, and new asphalt pavement on Jackson Avenue from Clark Street to Farragut Street.

The total project cost was $241,168.20, which was budgeted in CIP #35054. All work has been completed and accepted by Public Works staff.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	8/31/2022 - 2:16 PM
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:16 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 11:26 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Jackson Avenue Overlay and Intersection Reconstruction project by CDMI Concrete Contractors Inc of Port Byron, Illinois in the amount of $ 241,168.20, CIP #35054.

WHEREAS, the City entered into a contract with CDMI Concrete Contractors Inc of Port Byron, Illinois; and

WHEREAS, the project limits were from Clark Street to Farragut Street; and

WHEREAS, the scope of work included asphalt milling, installation of new concrete curb, ADA sidewalk upgrades, and new asphalt pavement; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the contract was $241,168.20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Jackson Avenue Overlay and Intersection Reconstruction project by CDMI Concrete Contractors Inc of Port Byron, Illinois in the amount of $ 241,168.20 is hereby accepted.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Brian Schadt | 563-326-7786

Action / Date
9/14/2022

Subject:
Resolution accepting the sanitary sewer, storm sewer, and pavement associated with the Russell-Frye/Armstrong Industrial Park First Addition. [Wards 2 & 8]

Recommendation:
Adopt the Resolution.

Background:
The Russell-Frye/Armstrong Industrial Park First Addition is located south of Northwest Boulevard (IA-130) at Zenith Avenue. The developer is Russell Construction of Davenport. The plans for the subdivision were prepared by Origin Design of Davenport, Iowa. Construction of the paving was completed by Centennial Construction of the Quad Cities, Inc of Moline, Illinois. Storm and sanitary sewer was completed by McCleary Excavation Company, Inc of Blue Grass, Iowa.

This subdivision included 5,807 square yards of pavement, 11 new storm sewer structures, 1,027 linear feet of new storm sewer, and 1 new sanitary sewer manhole.

The Davenport Public Works has inspected the work and found it to be acceptable according to City of Davenport specifications. The sanitary sewer, storm sewer, and pavement has been satisfactorily completed and is hereby formally accepted, and, as of this date, considered public infrastructure.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	8/31/2022 - 4:39 PM
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 4:39 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 11:35 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting the sanitary sewer, storm sewer, and pavement associated with the Russell Frye/Armstrong Industrial Park First Addition.

WHEREAS, Russell-Frye/Armstrong Industrial Park First Addition has been developed by Russell Construction of Davenport, Iowa; and

WHEREAS, 193 linear feet of 8" sanitary sewer main and 2 new sanitary manholes were constructed by McCleary Excavation Company, Inc of Blue Grass, Iowa; and

WHEREAS, 81 linear feet of 15", 442 linear feet of 18", 380 linear feet of 24", 124 linear feet of 42" diameter storm sewer and 11 new storm intakes were constructed by McCleary Excavation Company, Inc of Blue Grass, Iowa; and

WHEREAS, 5,807 square yards of 8 inch concrete pavement was constructed by Centennial Contractors of the Quad Cities, Inc, of Moline, Illinois; and

WHEREAS, the sewer and pavement installation have been satisfactorily completed, and the Cityhas four year maintenance bonds on file in the amounts of $220,629 (sewer) and $500, 860.05 (paving).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Russell Frye/Armstrong Industrial Park First Addition site improvements, which storm and sanitary, constructed by McCleary Excavation Company, Inc of Blue Grass, Iowa, and paving, constructed by Centennial Contractors of the Quad Cities, Inc of Moline, Illinois, having been satisfactorily completed, are hereby formally accepted.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Marla Miller | 563-888-2099

Action / Date
9/14/2022

Subject:
Resolution acknowledging the award from the Federal Transit Administration (FTA) Low/No Emission Grant Program in the amount of $4,874,993 to purchase four battery-powered electric buses and infrastructure enhancements to support the new equipment. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
On August 13, 2022, the Federal Transit Administration (FTA) publicly announced the approval of the City of Davenport's grant request for the FTA's Low/No Emission Grant Program. The FTA grant award of $4,874,993 will provide financial assistance to add four electric buses to the current diesel bus fleet; the four buses will be the first electric bus investment for the Davenport Transit Division and replaces four diesel buses with accumulated mileage of over 2 million and near or over their useful life. In addition to the purchase of battery-powered electric buses and infrastructure enhancements, the FTA requires five percent of the grant funding be used toward workforce development activities related to operating and maintaining the new clean bus technology. The FTA Low/No Program received 530 applications from 48 states requesting over $7 billion in grant funds and awarded $1.1 billion for 100 projects in 40 states.

The City of Davenport's estimated project cost is $5.7 million, the City's portion is funded by CIP in the amount of $675,000. With the announcement of the successful grant award, local stakeholder MidAmerican Energy announced a monetary donation of $160,000 and the Regional Development Authority announced $25,000. The estimated arrival date of the electric buses is early 2024 and the goal of the Davenport Transit Division is to increase reliability of transportation services and decrease mechanical service interruptions.

Following the acceptance of the FTA Grant, City staff will prepare all necessary documentation to move forward with the purchase of four battery-powered electric buses from bus manufacturer Gillig based in Livermore, California.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:15 PM
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:16 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 11:58 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RRESOLUTION acknowledging the award from the Federal Transit Administration (FTA) Low/NoEmission Grant Program in the amount of $4,874,993 to purchase four battery-powered electric buses and infrastructure enhancements to support the new equipment.

WHEREAS, the City is committed to reducing emissions and improving its infrastructure; and

WHEREAS, the City acknowledges and accepts the grant award of $4,874,993 from the Federal Transit Administration (FTA); and

WHEREAS, with the acceptance of the FTA grant, City staff will prepare all necessary documentation to move forward with the purchase of four battery-powered electric buses from transit bus manufacturer, Gillig, based in Livermore, California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davenport, Iowa hereby acknowledges award from the Federal Transit Administration (FTA) Low/No Emission Grant Program in the amount of $4,874,993 for the purchase of four battery-powered electric buses and infrastructure enhancements to support the new equipment.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
9/14/2022

Subject:
Resolution authorizing submission of an application to the United States Department of Transportation's Safe Streets and Roads for All Grant Program for assistance to improve safe multi-modal transportation throughout the City. [Wards 6, 7, & 8]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport is submitting a 2022 Safe Streets and Roads for All grant application to the U.S. Department of Transportation. The total project cost is estimated at $7,935,000. The City is requesting $6,348,000 from the U.S. DOT (80% of eligible costs that includes preliminary/construction engineering services, construction, and contingency) and the City will provide 20% of the eligible cost. The total City share is estimated at $1,587,000.

The project will improve transportation safety and aims to prevent death or serious injury on roads and streets for all users—pedestrians, bicyclists, public transportation, micro-mobility users, and motorists. Goose Creek Trail Corridor multimodal improvements will implement evidence-based strategies at high-crash corridors and intersections and create physical separation between vehicles and vulnerable roadway users along two highway major arterial roads.

Project improvements include:

- Below-grade trail crossing at US 61/North Brady Street at Goose Creek (approximately at 59th Street) and a trail extension to Goose Creek Park
- Reconstruction of two sister bridges on Eastern Avenue near US 6/Kimberly Road to meet current geometry standards and to provide safe clearance for the Goose Creek Trail to pass below the roadway
- Below-grade trail crossings below Eastern Avenue as part of the Goose Creek Trail.
- Intersection safety improvements at Kimberly Road and Eastern Avenue.
- Intersection safety improvements at North Brady and 59th Streets.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Resolution
🗋	Exhibit	Project Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	9/1/2022 - 4:50 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION authorizing the submission of an application to the United States Department of Transportation's Safe Streets and Roads for All Grant Program for assistance to improve safe multi-modal transportation throughout the City.

WHEREAS, the City of Davenport (the "City") is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS, the City is committed to improving transportation access for all users; and

WHEREAS, the components of the project's application is dedicated to public use which the City will adequately maintain; and

WHEREAS, the City will commit $1,587,000 (20% of eligible cost) for the project through local funds; and

WHEREAS, the City endorses the application and has estimated the total project cost to be $7,935,000, and the grant request to be $6,348,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that staff is hereby authorized to prepare and submit an application to the United States Department of Transportation's Safe Streets and Roads for All Grant Program in the amount of $6,348,000.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

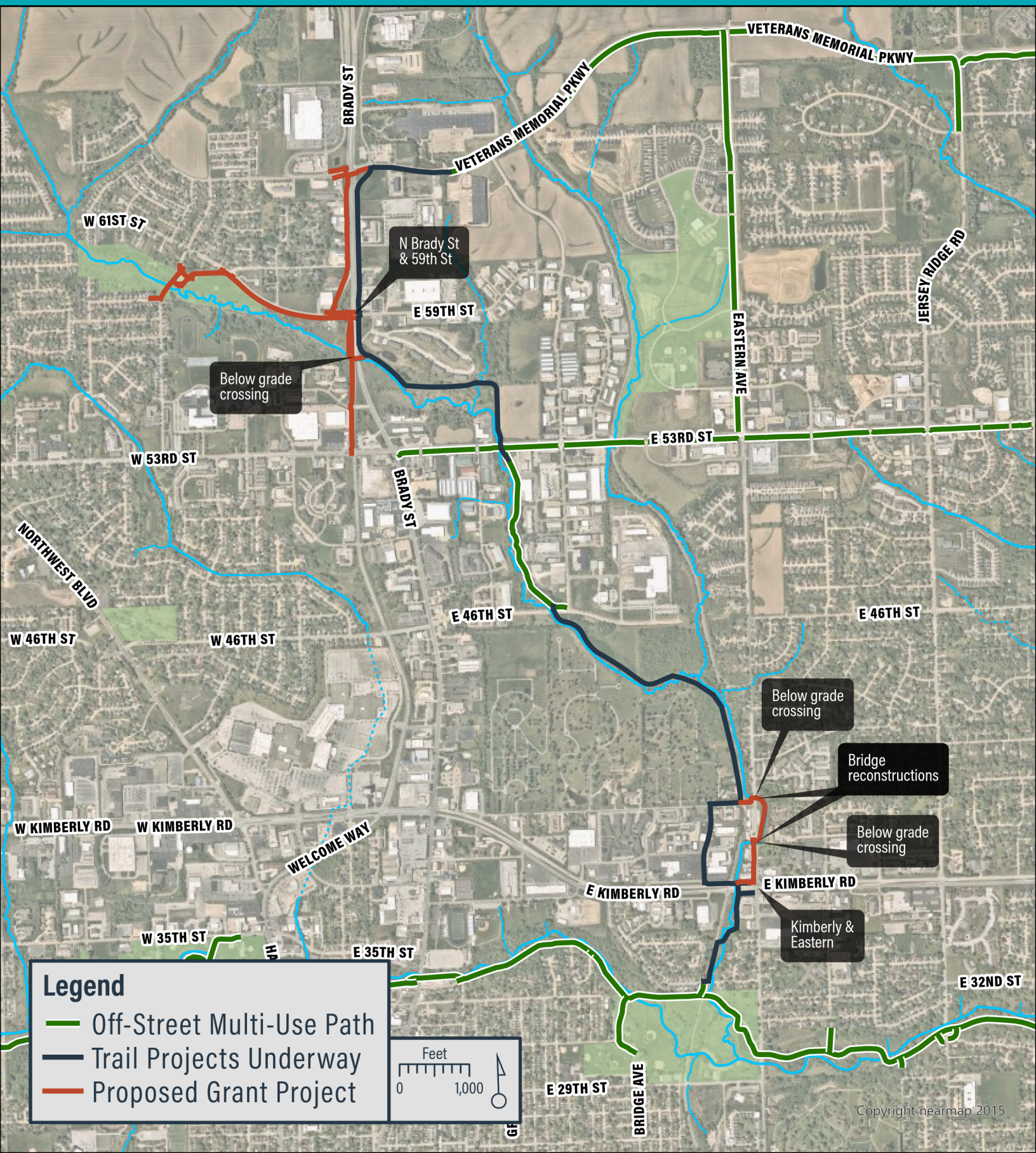
_____

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

Project Map

Overview



City of Davenport

Department: Public Works - Admin
Contact Info: Marla Miller | 563-888-2099

Action / Date
9/14/2022

Subject:
Resolution authorizing the Assistant City Administrator/Public Works Director to execute an agreement with the Scott Emergency Communications Center for the Transit Division to join the Scott County Emergency Management Agency Radio System Consortium, and approving the purchase of a radio communications system from RACOM Corporation in an amount not-to-exceed $175,000. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Transit Division of Public Works is in need of replacement radios due to the current vendor's inability to service or replace existing equipment. Transit is requesting authorization to purchase radios from RACOM Critical Communications in an amount not-to-exceed $175,000 and for the Public Works Director to execute an agreement between the Transit Division and Scott Emergency Communications Center.

Upon purchase of the radios and execution of the agreement, the Transit Division of Public Works will join the Scott County Emergency Management Agency Radio System Consortium. The partnership with Scott County will afford the Transit Division the ability to assist other emergency agencies in the Quad Cities and provide evacuation services when the need arises.

Following the initial purchase and installation of the radios by RACOM, the agreement with Scott County Emergency Management Agency will include an annual payment for the maintenance of the radio system and radio recording capabilities.

The radio project will be funded with the balance of Transit Grant 5339, a portion of Transit Grant 5307, along with City of Davenport Transit funds.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:17 PM
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:17 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 2:14 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION authorizing the Assistant City Administrator/Public Works Director to execute an agreement with the Scott Emergency Communications Center for the Transit Division to join the Scott County Emergency Management Agency Radio System Consortium, and approving the purchase of a radio communications system from RACOM Corporation in an amount not-to-exceed $175,000.

WHEREAS, the Transit Division is in need of replacement radios and is requesting to purchase radio equipment from RACOM Corporation; and

WHEREAS, the Transit Division will join the Scott County Emergency Management Agency Radio System Consortium to provide assistance to other emergency agencies when evacuation services are needed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Assistant City Administrator/Public Works Director is hereby authorized to execute an agreement with the Scott Emergency Communications Center for the Transit Division to join the Scott County Emergency Management Agency Radio System Consortium; and

BE IT FURTHER RESOLVED that the purchase of radios for the Transit Division from RACOM Corporation in an amount not-to-exceed $175,000 is hereby approved.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
9/14/2022

Subject:
Resolution adopting the FY 2024 Budget Policies. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Government Finance Officers Association (GFOA) of the United States and Canada recommends that governmental entities include budget guidelines in the budget document to serve as a coherent statement of organization-wide financial and programmatic policies and goals that address long-term concerns and issues. These policies serve as parameters for staff and council in the preparation of the annual budget, and provide a framework for staff to link goals and objectives with resources in the budget document.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	FY 2024 Budget Policies

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	9/1/2022 - 8:25 AM
Finance Committee	Merritt, Mallory	Approved	9/1/2022 - 8:27 AM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:09 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION adopting the FY 2024 Budget Policies.

WHEREAS, the Government Finance Officers Association of the United States and Canada recommends that governmental entities include budget guidelines in the budget document to serve as a coherent statement of organization-wide financial and programmatic policies and goals that address long-term concerns and issues; and

WHEREAS, these policies serve as parameters for staff and Council in the preparation of the annual budget; and

WHEREAS, these policies provide a framework for staff to link goals and objectives with resources in the budget document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that the attached document entitled FY 2024 Budget Policies is hereby adopted.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

FY 2024 BUDGET POLICIES

Policy Overview & Purpose

The City's annual budget process is part of an overall policy framework that guides service delivery decisions and determines core functions and priorities of the City of Davenport. The budget serves as an important role in the policy framework by allocating financial resources to deliver and execute the City's core competencies. The budget document serves as a financial plan, an operating guide, a communications device, a statement of values, and a policy document to guide current and future decision-making.

Scope

City Council, City Administrator, Chief Financial Officer, Department Directors, Finance Department, CIP Technical Committee

FY 2024 Budget Policies

1. The FY 2024 Budget development process will be framed by the 2022 community survey results, various forms of public input, City Council goals, and the City Administrator's workplan, along with current service levels. As in prior years, departmental strategies and initiatives will align with the City Administrator's workplan as developed by the City Administrator and guided by the City Council.

2. Two-year budget plans will continue. The FY 2024 Budget will be the second year of a two-year budget plan adopted for FY 2023 and concluding in FY 2024.

3. Budgeted expenditures will be linked to goals and performance-related results. Performance measures will be utilized, monitored, and reported in department budgets.

4. The goal of the City's budgeting process is to minimize the tax burden on Davenport citizens, while meeting demand for City services. To this end, the City will first address budgetary gaps through strategic departmental expenditure reductions that minimize reductions in service levels. If necessary to provide a structurally balanced budget, revenue options will be explored after expenditure reductions.

5. Cities are greatly affected by state and federal codes and regulations, property tax rollback amounts, and state-mandated employee pension contributions. Every effort shall be made to maintain the existing levy rate of $16.78 per $1,000 taxable value.

6. User fee increases will be enacted when necessary to maintain cost recovery rates or to diversify revenue as needed. Where possible, fees will be reviewed with the goal of diversifying General Fund revenues.

7. Existing fees shall be evaluated from time to time for their overall cost-recovery percentage rate, comparisons with other peer entities, and cost delivery for the service area that the fee supports. Recommendations for fee modifications will be brought forward for review by the City Council as part of the budget development process.

8. The budget will be presented as balanced with projected expenditures not-to-exceed recurring revenues. The FY 2024 Budget will be structured such that actual results are realistically anticipated to meet financial policy targets and goals set forth by the City Council.

9. One-time revenues will be used to support one-time expenses where practical and not utilized to support ongoing operations of the City.

10. The budget shall provide a basis for revenue and expenditure projections and shall consider long-range operating implications of any increase over current service levels.

11. The Capital Improvement Budget and the six-year capital improvement plan (CIP) will include projects that are funded within projected available resources. This program of projects is based on the City's comprehensive planning process, community needs, and the individual proposals of departments, boards, and commissions of local government. The CIP Budget will be predicated on the allotment of a variety of resources and an annual evaluation of the City's debt service model. The CIP Technical Committee shall include representatives from all direct-service and necessary support departments.

12. The City of Davenport will continue to eliminate its reliance on property tax backfill dollars from the State of Iowa for operating expenses.

13. The Finance Department will provide ongoing, monthly financial reporting of the budget upon commencement of the budget year. The reports will be readily available to the City Council, City Leadership, and the public.

City of Davenport

Department: Finance
Contact Info: Allison Zurcher | 563-326-6144

Action / Date
9/14/2022

Subject:
Resolution awarding a two-year contract with the option of three one-year extensions for the third party administration of workers' compensation claims to Insurance Program Managers Group (IPMG) of St. Charles, Illinois, and authorizing the Assistant City Administrator/CFO to sign any related agreements. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
A request for proposals was issued on June 9, 2022 for the third party administration and pharmacy benefit management services of workers' compensation claims. On July 1, 2022, the Purchasing Division opened and received seven (7) proposals, and all submittals were considered responsible and responsive and evaluated by a committee.

The proposals were thoroughly evaluated by a cross-sectional committee including representatives from Risk, Finance, and Human Resources and the City's risk consultant. The proposals were initially evaluated on the following criteria: 1. Capability, capacity and qualifications of the proposer – 35%; 2. Suitability and quality of the approach - 30%; 3. Milestones and deliverables - 25%; and 4. Outcomes to be achieved - 10%
After the initial evaluations were conducted, interviews were conducted with firms scoring 90% or higher. In late July, the above referenced cross-sectional committee held interviews on-site. The committee unanimously supported the selection of Insurance Program Managers Group (IPMG) to provide third party administration services for workers' compensation claims.

The adopted contract will take effect July 1, 2023.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	IPMG RFP Pricing Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	9/1/2022 - 8:23 AM
Finance Committee	Merritt, Mallory	Approved	9/1/2022 - 8:24 AM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:09 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION awarding a two-year contract with the option of three one-year extensions for the third party administration of workers' compensation claims to Insurance Program Managers Group (IPMG) of St. Charles, Illinois, and authorizing the Assistant City Administrator/CFO to sign any related agreements.

WHEREAS, the City of Davenport desires to enter into a contract with Insurance Program Managers Group (IPMG) of St. Charles, Illinois for the third party administration of workers' compensation claims.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a two-year contract with the option of three one-year extensions for the third party administration of workers' compensation claims with Insurance Program Managers Group (IPMG) of St. Charles, Illinois is hereby approved, and the Assistant City Administrator/CFO is authorized to sign any related agreements.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

5 Year Fixed Rate

*Includes subsequent individual year option (at same rates) up to 3 additional years

Pricing Structure (life of contract)

New Claim Service

Line of Coverage	Count	Rate	Total Fees
Workers Compensation			
WC – Indemnity	13	$900	$11,700
WC – Medical Only	150	$175	$26,250
Incident Only	11	Included	$0
WC Professional Claims Adjuster Cost			$37,950
OTHER ANNUAL COSTS			
Medical Bill Review	1,387	$5	$6,935
Annual Administrative Services Fee			$7,500
TOTAL Annual Estimated Cost			**$52,3**85

Takeover Claim Service

Line of Coverage	Count	Rate	Total Fees
Workers Compensation			
WC – Indemnity	4	$500	$2,000
WC – Medical Only	159	$175	$27,825
Incident Only		Included	
TOTAL WC Professional Claims Adjuster Fee			$29,825
One Time Administrative Service Fee			$2,500
Total Cost Estimate (one-time cost)			**$32,325**

*If desired by client, $13,200 additional cost estimated for any data conversion
This is at cost. We show our client's the direct invoice from our system vendor.

**Takeover claims are not invoiced until 60 days after inception. In this way IPMG for any claim IPMG can close within that timeframe, we do not charge the client.

IPMG
INSURANCE PROGRAM MANAGERS GROUP

Terms and Conditions

Claim Handling Fees that may apply per claim (one time basis):

Attorney Represented Claimants	$150
Excess Reportable Claims	$150
MSA Placement and/or Medicare Eligible Claimant Record Management	$100
Subrogation Service	$150
*Monthly claims handling service fee (post contract/life of claim option)	$50

Claim handling fees and change in claim type rate will be incurred during each annual claim audit term of open claims. After the initial annual claim audit term, subsequent audits will take place on a quarterly basis.

*The separate monthly claims handling service fee will apply to any claim we are appointed to handle after any non-renewal of the TPA agreement should the client elect to have IPMG continue to service the open claims at such time.

The following are business partner pricing specific to Bill Review and Pharmacy:

Bill Review
Michell/Genex Corporation
Straight line cost of $5 per bill for fee schedule
24% of savings for PPO network reductions
26% of savings for complex bill review

Pharmacy Management
Optum Rx

Brand Name
AWP less 12% with $5 dispensing fee
Mail Order: AWP less 20% with $0 dispensing fee

Generic
AWP less 48.30% with $5 dispensing fee
Mail Order: AWP less 60% with $0 dispensing fee

IPMG
INSURANCE PROGRAM MANAGERS GROUP

City of Davenport

Department: Finance
Contact Info: Allison Zurcher | 563-326-6144

Action / Date
9/14/2022

Subject:
Resolution awarding a two-year contract with the option of three one-year extensions for pharmacy benefit manager services of workers' compensation claims to MC-21 Healthcare LLC (DBA MC-Rx) of Gainesville, Georgia, and authorizing the Assistant City Administrator/CFO to sign any related agreements. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
A request for proposals was issued on June 9, 2022 for the third party administration and pharmacy benefit management services of workers' compensation claims. On July 1, 2022, the Purchasing Division opened and received seven (7) proposals, and all submittals were considered responsible and responsive and evaluated by a committee.

The proposals were thoroughly evaluated by a cross-sectional committee including representatives from Risk, Finance, and Human Resources and the City's risk consultant. The proposals were initially evaluated on the following criteria: 1. Capability, capacity and qualifications of the proposer – 35%; 2. Suitability and quality of the approach - 30%; 3. Milestones and deliverables - 25%; and 4. Outcomes to be achieved - 10%.
After the initial evaluations were conducted, interviews were conducted with firms scoring 80% or higher. In late July, the above referenced cross-sectional committee held interviews on-site. The committee unanimously supported the selection of MC-21 Healthcare LLC (DBA MC-Rx) to provide pharmacy benefit management services for workers' compensation claims.

The adopted contract will take effect July 1, 2023.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	MC-Rx RFP Pricing Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	9/1/2022 - 8:24 AM
Finance Committee	Merritt, Mallory	Approved	9/1/2022 - 8:24 AM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:10 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION awarding a two-year contract with the option of three one-year extensions for pharmacy benefit management services for workers' compensation claims to MC-21 Healthcare LLC (DBA MC-Rx) of Gainesville, Georgia, and authorizing the Assistant City Administrator/CFO to sign any related agreements.

WHEREAS, the City of Davenport desires to enter into a contract with MC-21 Healthcare LLC (DBA MC-Rx) of Gainesville, Georgia for pharmacy benefit management services for workers' compensation claims.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a two-year contract with the option of three one-year extensions for pharmacy benefit management services for workers' compensation claims with MC-21 Healthcare LLC (DBA MC-Rx) of Gainesville, Georgia is hereby approved, and the Assistant City Administrator/CFO is authorized to sign any related agreements.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

changes to the system and its data. Our staff can retrieve media back from the secured facility and restore data when requested by authorized management staff.

Pricing Proposal

Provide the firms costs to perform the services (including additional services and anticipated reimbursed travel expenses). High scoring proposals will also provide a detailed summary regarding any assumptions that were made during the development of the pricing proposal and identify the structure by which the work will be invoiced.

Pharmacy Network Rates

MC-Rx is offering the post-rollback, effective reimbursement discount rates shown below:

	Brand AWP Discount	Brand Dispensing Fee	Generic AWP Discount	Generic Dispensing Fee
Workers' Compensation Open Network				
Workers' Compensation Open Network	14.00%	$3.00	55.00%	$3.00
Mail	17.00%	$2.00	55.00%	$2.00
Specialty	16.00%	$2.00	16.00%	$2.00

Miscellaneous Fees

The services listed below are optional and will only be invoiced when requested by the client.

Miscellaneous Services	Fee or Rate
Clinical Utilization Management Services:	
Clinical Intervention = Physician Contact [1]	$65.00 Each Physician Intervention
Non-Pharmacy Medical Approval [1]	$175.00 Each Case
Other Standard Clinical Support:	
Clinical Pharmacist Support	$160.00/Hour (In ¼ Hour Increments)
Direct Member Reimbursements:	
Claims Keyed by MC-Rx	$2.00/Claim Add-On (Paid or Rejected)
Other Services:	
Programming – Standard	$150.00/Hour (In ¼ Hour Increments)
– Emergency	$225.00/Hour (In ¼ Hour Increments)
Report Development [2]	$75.00/Hour (In ¼ Hour Increments)

1. Invoiced only if MC-Rx performs the service. MC-Rx will provide the tools and training, and no fee will be charged if the client performs the service.
2. Report Development – Charges for ad hoc reporting are only billed when the requested report is client-specific and programming is required. A client approved report specification is required, which must include required delivery date and sample output format. MC-Rx will assist in the design spec and will provide the client with a quote of any potential charges.

STAR-Rx Processing Fee

For the services outlined in this proposal and using the above pricing structure, MC-Rx (powered by ProCare Rx) will pay a processing fee of $6.00 per paid prescription.

Summary

With our pricing proposal, the client will see an additional $105,992 in savings over the previous vendor for the dates submitted (24 months), or $52,996 per year.

There are $107,329 in rebates ($53,665 per year) based on the report. Admin costs are incurred for processing rebates and MC-Rx offers a 50/50 split of rebates to cover incurred costs.

City of Davenport

Department: Finance
Contact Info: Mike Atchley | 563-327-5149

Action / Date
9/14/2022

Subject:
Resolution setting a Public Hearing on granting an underground electric easement to MidAmerican Energy Company across City-owned parcels P1315B04, P1315B03, and P1315B02, with said easement being the west 10 feet of each parcel. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
The purpose of the easement is to allow for the installation and operation of underground electric transmission. Due to the reconstruction of the Brady Street Bridge over Duck Creek by the Iowa DOT, power lines had to be relocated requiring the rerouting of some of the underground lines.

Adoption of this Resolution will set a Public Hearing for September 21, 2022 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution
	Cover Memo	Easement Agreement
	Cover Memo	Aerial
	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	9/1/2022 - 8:25 AM
Finance Committee	Merritt, Mallory	Approved	9/1/2022 - 8:25 AM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:12 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION setting a Public Hearing on granting an underground electric easement to MidAmerican Energy Company across City-owned parcels P1315B04, P1315B03 and P1315B02, with said easement being the west 10 feet of each parcel.

WHEREAS, the State of Iowa reconstructed the Brady Street Bridge over Duck Creek and did not allow room for utilities; and

WHEREAS, granting of these underground easements will allow MidAmerican Energy Company to provide reliable energy service to the surrounding area and for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing shall be held on September 21, 2022 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, to allow public to object or comment on the granting of an underground electric easement to MidAmerican Energy Company across City-owned parcels P1315B04, P1315B03 and P1315B02, with said easement being the west 10 feet of each parcel.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

Prepared by and return to: Eric Woosley Ph: 515-281-2914
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT

		State of	Iowa	
Folder No.	112319-22	County of	Scott	
Work Req. No.	DR2775644X	Section	13	
Project No.	A1115	Township	78	North
		Range	03	West of the 5th P.M.

1. For and in consideration of the sum of One and no/100---Dollar ($1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **City of Davenport, Iowa,** a municipal corporation, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lots 10 and 11 of Fisher & Fisher's 4th Addition to the City of Davenport and Lot 001 of Fisher's 2nd Addition to the City of Davenport, Scott County, Iowa.

EASEMENT AREA:

An underground electric easement described as follows: The West 10 feet of the above-described parcels. Said easement area is generally depicted and described on Exhibit "A" attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this ____ day of _____, 2022

City of Davenport, Iowa, a municipal corporation

By: _____

Name
Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022,

by_____ as _____

of the City of Davenport, Iowa, a municipal corporation.

_____
Signature of Notary

EXHIBIT "A"

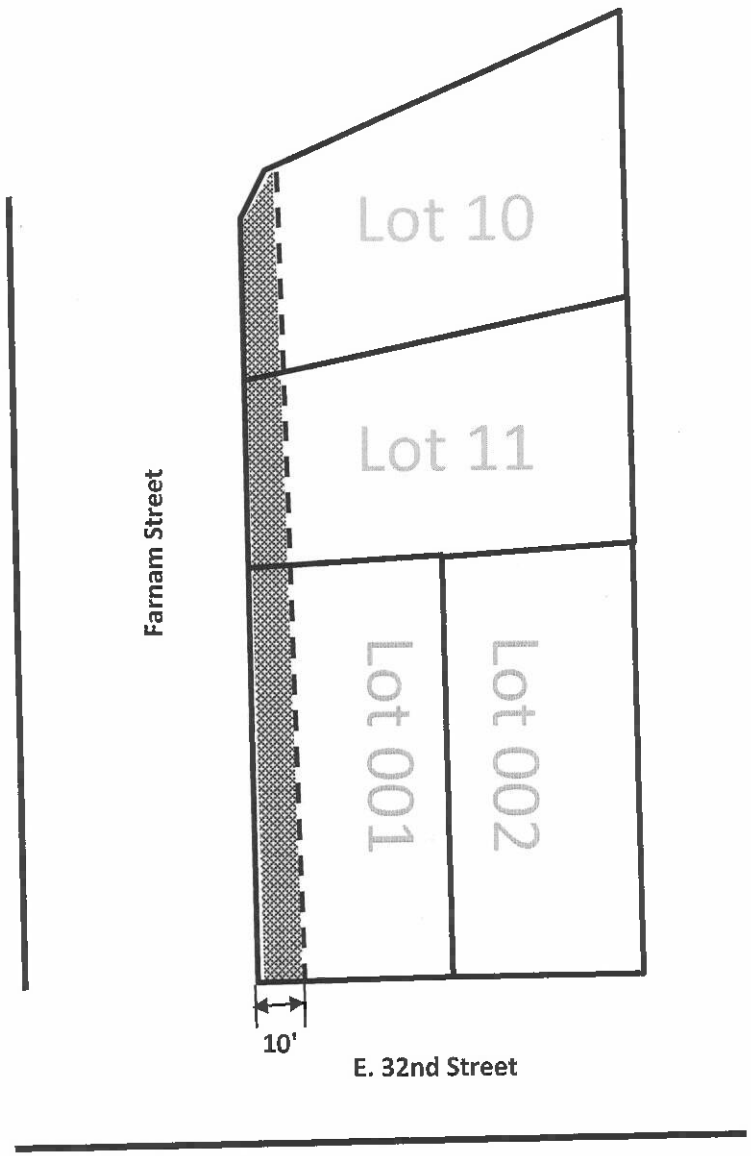
Legend

- Subject Property Line & ROW
- Easement area

Parcel Legal Description:

Lots 10 and 11 of Fisher & Fisher's 4th Addition to the City of Davenport and Lot 001 of Fisher's 2nd Addition to the City of Davenport, Scott County, Iowa.

Easement Area: The West 10 feet of the above described parcels.



MIDAMERICAN ENERGY COMPANY	Customer: City of Davenport		Folder No. 112319 - 22
	605 E George Washington Rd., 3215 Farnam St., 3203 Farnam St.	Scale: Not to Scale	Date: 08/09/2022
	City: Davenport State: Iowa		Sec 13 , Twp 78N , Rng 03

Job Desc: Underground Electric Easement


Find location or structure
10 ft wide underground electric easement
524
514
RGE WASHINGTON BLVD
605
3216
3215
517
519
507
509
FARNAM ST
514
522
528
3203
610
618
622
E 32ND ST
E 32ND ST
3121
623
513
517
521
525
3122
3120
3117
3114
60ft
-90.566 41.554 Degrees

Notice of Hearing

On a Resolution to Grant MidAmerican Energy Company an Easement on City Property, Parcels P1315B04, P1315B03 AND P1315B02

Notice is hereby given that at 5:30 P.M., on Wednesday, September 21, 2022, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on a RESOLUTION granting MidAmerican Energy Company a10 ft. wide easement across city properties located at the following described locations:

West 10 feet of Lot 1 of Fisher's 2nd Addition to the City of Davenport, Scott County, Iowa.
West 10 feet of Lots 10 and 11 of Fisher & Fisher's 4th Addition to the City of Davenport, Scott County, Iowa.

At said hearing any interested person may file written objection or comments with respect to the proposed granting MidAmerican Energy Company a 10 ft. wide easement on city property, parcels P1315B04, P1315B03 AND P1315B02.

Brian J. Krup
Deputy City Clerk

Davenport, Iowa
September 16, 2022

Publish once September 16, 2022
QUAD-CITY TIMES

City of Davenport

Department: Finance
Contact Info: Chief Carlsten | 563-326-7942

Action / Date
9/14/2022

Subject:
Resolution awarding a contract for the purchase of one Class A fire pumper from Sutphen Corporation of Amlin, Ohio in the amount of approximately $748,267, CIP #24021. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This purchase is for one Class A fire pumper to replace a unit from 2006. The current 2006 fire engine will be completely removed from service and sold. The new Class A Fire Pumper will be identical to the last pumper purchased in 2020 from Sutphen Corp. Standardization of the fleet is important to control maintenance costs and streamline fire ground operations.

At no cost, the City of Davenport joined the Houston-Galveston Area Council (HGAC) in 2018, a cooperative group that bids public safety items for members. Because of the volume created by purchases from several communities, the advantage is lower contracted prices. Sutphen Corp was awarded the contract for fire service apparatus via HGAC contract FS12-19.

The approximate total for this purchase is $748,267. Funding for this purchase is from CIP #24021. These funds are from the sale of General Obligation Bonds.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	9/1/2022 - 8:27 AM
Finance Committee	Merritt, Mallory	Approved	9/1/2022 - 8:28 AM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:13 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION awarding a contract for the purchase of one Class A fire pumper to Sutphen Corporation of Amlin, Ohio in the amount of approximately $748,267, CIP #24021.

WHEREAS, the Fire Department needs to replace a unit from 2006; and

WHEREAS, Sutphen Corporation of Amlin, Ohio was awarded a contract by Houston-Galveston Area Council (AGAC); and

WHEREAS, the applicable purchasing process was followed by HGAC resulting in a contract to Sutphen Corporation with the recommendation to award to Sutphen Corp as a responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the purchase of one Class A fire pumper is hereby awarded to Sutphen Corporation of Amlin, Ohio in the amount of approximately $748,267.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/14/2022

Subject:
Resolution approving the purchase of one asphalt patch truck from HD Industries of Jacksonville, Texas in the amount of $197,601.30 using The Interlocal Purchasing System (TIPS) contract #200206, CIP #24034. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This contract is provided through The Interlocal Purchasing System (TIPS). TIPS is a cooperative purchasing management entity.

This purchase will replace a 2001 Pro Patch truck.

Funding for this purchase is from CIP #24034 Pothole Repair Equipment.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	City of Davenport Pro Patch Quote
🗋	Backup Material	City of Davenport Pro Patch Chassis Quote

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	8/31/2022 - 1:14 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the purchase of one asphalt patch truck from HD Industries of Jacksonville, Texas in the amount of $197,601.30 using The Interlocal Purchasing System (TIPS) contract #200206, CIP #24034.

WHEREAS, the City needs to purchase an asphalt patch truck; and

WHEREAS, HD Industries was awarded TIPS contract #200206 as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of one asphalt patch truck from HD Industries of Jacksonville, Texas in the amountof$197,601.30 using The Interlocal Purchasing System (TIPS) contract #200206 is hereby approved.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

H.D. INDUSTRIES, Inc.

Pro-Patch Pot Hole Patcher

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

July 22, 2022

Jim Erwin
City of Davenport
Fleet Manager
1200 E. 46th Street
Davenport, Iowa 52807

Dear Mr. Erwin:

Thank you for requesting information on the **Pro-Patch** Asphalt Pothole Patcher. I appreciate your interest and I am sending you this quote with recommended options for a well-equipped patch unit. However, you can add or delete items to best suit your needs. The Pro-Patch can be purchased on the HGAC or Sourcewell.

1.	Basic Unit Model TCM 425-80 DHER	$62,950.00
2.	Emulsion Automatic Rejuvenator System	2,232.00
3.	1.25 Cubic yard 30" Spoils Bin Gravity Dump	2,565.00
4.	Secondary Auger Motor	1,999.00
5.	Hydraulic Bi-fold Steel Top Doors	5,290.00
6.	Multiquip MVC88VTHW Compactor	3,265.00
7.	Hydraulic Rear Lift Platform for compactor Plate w/Breaker Mount	3,135.00
8.	Stanley BR45 Pavement Breaker	3,545.00
9.	Hydraulic Tool Line Hose Reel w/ Dual 25 Ft. Hose	1,495.00
10.	Diesel Fuel Hose Reel w/20 FT Hose	425.00
11.	Tack Oil Hose Reel	875.00
12.	8 Gallon Drip & Waste Oil Tank	525.00
13.	10 Gallon Stainless Steel Water Tank	695.00
14.	25 Gallon / 100 LB Upright LP Gas Bottle	1,495.00
15.	Superior Signal SRTA16, 16 LED Light Arrow Board	1,595.00
16.	Two (2) Superior Signal SS-SYLED04-AA Grill Mount Amber Strobe Lights	225.00
17.	Meteorlight SY2000 Strobe Light	395.00
18.	18" x 46" Work Deck	1,395.00
19.	Two (2) Asphalt Lute/Shovel Holder	350.00
20.	Chelsea Hot Shift PTO	2,595.00
21.	Third Eye Backup Camera	300.00
22.	Work Lights, 3 EA, LED Flood	450.00
21.	Electronic Engine Throttle Control	362.00
22.	Color: Black	Included
	Subtotal	**$98,254.00**
	Delivery and two (2) days training	**$3,945.00**
	TOTAL	**$102,199.00**

Delivery in 60-90 days after receiving chassis.

I hope this information is helpful to you. If you have any questions or need any additional information, please feel free to give me a call at 1-800-256-6126. Thank you.

Sincerely,

Harold Dillingham,

Harold Dillingham,
President

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN
1701 Smith Rd.
Austin, Texas 78721
Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 8/2/2022
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
CITY OF DAVENPORT				563-326-7711
ADDRESS		CITY	STATE	ZIP CODE
1200 E. 46TH ST.		DAVENPORT	IOWA	52807
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2024	FREIGHTLINER	M2106	TBD	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
TIPS CONTRACT #200206	
CHASSIS BASE MODEL PRICE	$82,719.00
OPTION CONTENT	$12,683.30
PRO-PATCH TCM 425-80 DHER	$102,199.00

CUSTOMER COPY

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN

		TOTAL	$197,601.30
PAYOFF TO:		**(Trade Allowance)**	($.00)
ADDRESS:		**TRADING DIFFERENCE**	$197,601.30
TELEPHONE:	FAX:	**SALES TAX**	$0.00
GOOD UNTIL:		**DEALER'S INVENTORY TAX**	$0.00
QUOTED BY:		**LICENSE FEE**	$0.00
SHOW LIEN TO:	Body Type:	**DOCUMENTARY FEE**	**$0.00**
ADDRESS:	License Wt.:	**FEDERAL EXCISE TAX**	$0.00
	State Insp.:	**TOTAL SALE PRICE**	$197,601.30
DATED:	LIEN AMOUNT $ License:	**PAYOFF ON TRADE**	$0.00
DRAFT FOR $	Title:	**EXT. WARRANTY**	$0.00
DRAFT THRU:	Transfer:	**LESS DEPOSIT**	$0.00
ADDRESS:		**Total Balance Due**	$197,601.30

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

City of Davenport

Department: Finance
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/14/2022

Subject:
Resolution approving the purchase of five Ford Escape sport utility vehicles from Karl Auto Group of Ankeny, Iowa in the amount of $137,120 using the State of Iowa Department of Administrative Services contract #23034. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This purchase will replace sedans that have exceeded their useful life and are in poor overall condition.

Funding for this purchase is from the local sales tax vehicle replacement account 54912090-530302.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Ford Escape Specs

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	8/31/2022 - 1:13 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the purchase of five Ford Escape sport utility vehicles from Karl Auto Group of Ankeny, Iowa in the amount of $137,120 using the State of Iowa Department of Administrative Services contract #23034.

WHEREAS, the City needs to purchase five Ford Escape sport utility vehicles; and

WHEREAS, Karl Auto Group was awarded the State of Iowa Department of Administrative Services contract #23034 as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of five Ford Escape sport utility vehicles from Karl Auto Group of Ankeny, Iowa in the amount of $137,120 using the State of Iowa Department of Administrative Services contract #23034 is hereby approved.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

SUV Group 2 - Small 4 Door AWD or 4X4 SUV, Automatic Transmission or CVT

Examples: Escape

Karl Auto Group - Story City

Make:	Ford
Model Name:	Escape
Exact Model Code:	U9F
Trim Pkg. Common Name:	S
Exact Trim Pkg. Code:	S
Engine Code:	996
Transmission Code:	448
State GVWR:	N/A
Payload Capacity:	2000
Cargo Capacity Behind Rear Seat:	37.5

BASE VEHICLE SPECIFICATIONS

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Wheelbase length	Wheelbase: 103 to 113 inches. Overall length 173 to 188 inches.	**STATE WHEELBASE: 106**
Engine		
Base Engine	4 cylinder engine, E85 FFV engine must be provided if available in 4 cylinder; include all required options and other pertinent information.	**Cylinders: 4 Liters: 1.5 HP: 181 Torque:190**
	E85 FFV Engine?	no **Notes:**
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Four, Power door locks with remote keyless entry	100A
Key Sets with Fobs	2 Fobs with push button start or 2 keys and fobs w/o push button start	100A
Rear Window	Defroster, Wiper and Washer	STD
Windows	Power	STD
Windows	Privacy glass behind "B" pillar, Factory installed if available must provide; dealer installed if factory installed not available.	924
Wipers	Intermittent Wipers	STD
Exterior		
License Plate Holders	Front and Rear license plate holders	153
Mirrors	Power exterior foldaway	STD
Floor		
Floor Covering	Full length floor and cargo area carpet with color keyed floor mats	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Dealer installed when factory installed is not available.	STD
Gauge Package	Standard Gauge Package	STD
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamp. Front bucket seats, one 3-person rear seat w/folding backs, all w/cloth upholstery, Nominally flat cargo area with rear seats folded. Vinyl seating acceptable only if cloth is not available.	STD
Mirrors	Interior day/night, if available must provide	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt with cruise control	STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	If available must provide	STD
Reverse Backup Camera	Factory installed only.	STD
Traction Control		STD
Seating		
Seating Capacity	Five (5) Passenger Seating	STD
Tires & Wheels		
Tires	All Season Radial	STD
Spare	If available must provide	Is spare full size? NO

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:	**$26,794.00**
	Delivery Cost to Department of Administrative Services, Des Moines	**$0.00**
SUV GROUP 2.1	**TOTAL VEHICLE PRICE INCLUDING BASE COST AND DELIVERY:**	**$26,794.00** **FINAL BID PRICE**

Examples: Escape

Karl Auto Group - Story City

ADDITIONAL OPTIONS

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater		41H	$150.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	DI	$495.00
Safety			
Adaptive Cruise Control		N/A	
Auto High-Beam Headlamps		N/A	
Backup Alarm	Backup alarm; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	DI Factory Installed? NO	$275.00
Cross-Traffic Alert	BLIS or equivalent system.	N/A	
Evasive Steering Assist		N/A	
Lane-Keeping System		N/A	
Park Assist		N/A	
Pre-Collision Assist (AEB)	Pre-Collision Assist with Auto Emergency Brake	N/A	
Reverse Sensing System	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	60S Factory Installed? YES	$245.00
Voice-Activated Navigation System		N/A	
Seating			
Driver's Seat	Front bucket, power with adjustable lumbar support	N/A	
Other			
Options not listed above	Discount percentage off MSRP for options $2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	**Enter Percentage Discount MSRP:**	1%

DELIVERY

Delivery Price Per Mile	Price per mile to deliver vehicle anywhere in State of Iowa		**Per Mile Charge**	
Delivery FOB	Delivery Cost to Department of Administrative Services, in Des Moines, IA	**Enter miles in whole number:**		$0.00

City of Davenport

Department: Finance
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/14/2022

Subject:
Resolution approving the purchase of eight vehicles for the Police Department from Stivers Ford of Waukee, Iowa in the amount of $363,680 using State of Iowa Department of Administrative Services contract #22082, CIP #24032. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Fleet Division of Public Works needs to replace eight squads for the Police Department. The State of Iowa Department of Administrative Services has processed a sealed bid and awarded to Stivers Ford of Waukee, Iowa. This purchase will be through the state bid #22082.

Funding for this project is from account 76526675 530350 24032, Public Safety Vehicle Replacement.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	2023 Ford Interceptor Specifications

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	8/31/2022 - 1:13 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the purchase of eight vehicles for the Police Department from Stivers Ford of Waukee, Iowa in the amount of $363,680 using the State of Iowa Department of Administrative Services contract #22082, CIP #24032.

WHEREAS, the City needs to purchase eight vehicles for the Police Department; and

WHEREAS, Stivers Ford was awarded State Bid #22082 as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of eight vehicles for the Police Department from Stivers Ford of Waukee, Iowa, in the amount of $363,680 using the State of Iowa Department of Administrative Services contract#24032 is hereby approved.

Passed and approved this 14th day of September, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

PPV Group B - Ford Police Interceptor Utility PPV - AWD

This vehicle is police pursuit rated.

Note: Standard, EcoBoost and Hybrid engine specifications are all included in this worksheet.

DEALER NAME: stivers ford

	AWD
Make:	Ford
Model Name:	Intercepter
Exact Model Code:	K8A
Trim Pkg. Common Name:	BASE
Exact Trim Pkg. Code:	500A
Engine Code:	99B
Transmission Code:	44U

BASE VEHICLE SPECIFICATIONS

Engine	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available
Cooling System	Heavy duty, high volume radiator, engine oil cooler, transmission oil cooler	STD
Engine	3.3L V6 Direct Injection - Police calibrated (136 mpg top speed)	**Cylinders: 6 Liters: 3.3 HP: 318 Torque:322**
Engine Block Heater	Or cold climate package	41H
Drive Axle		
Axle Ratio		**State Ratio: 3.73**
Power Train Mounts	Heavy duty	STD
Transmission		
Transmission	10 speed automatic, police calibrated	STD
Doors & Windows		
Doors	Power door locks that auto lock when shift into gear	STD
Key	Two Sets of Keys (includes 2 keys and 2 fobs) with keyless entry	55F includes 4 sets
Rear Window	Defroster	STD
Windows	Power, 1-touch up/down driver side, power rear windows driver switch only, window disable 2nd row	STD
Windows	Privacy glass behind "B" pillar	STD
Windows	Solar control front door glass	STD
Windows	Acoustic laminated windshield glass	STD
Wipers	Front Speed sensitive Intermittent Wipers; rear dual speed wiper	std
Electrical		
Alternator	Heavy Duty 250 amp.	STD
Battery	Heavy duty, 80 amp, 730 CCA with Battery Saver Feature	STD
Dash Pass Through	Dash Pass-through for aftermarket wiring	STD
Pre-Wiring	Grille Lamps, Siren, and Speaker; Note: Included in group 66A, 67H, 67U	60A
Power Point	12 volt; Located in lower closeout - quantity of two	STD
Wiring	Two-way radio pre-wire, power pigtail harness	STD
Exterior		
Exhaust	True dual exhaust	STD
Fuel Filler	Easy fuel cap less fuel filter	STD
Headlights	LED low beams; incandescent halogen high beams	LED LIGHTS
License Plate Holders	Front and Rear	STD
Mirrors	Power electric remote manual folding with integrated spotter mirrors (integrated blind spot mirrors not included when equipment with BLIS)	STD
Recovery hooks	Two in front; trailer bar in rear	ONE IN FRONT, HITCH REAR
Underbody Deflector Plate		76D
Floor		
Floor Covering	Heavy Duty Vinyl, front and rear	STD
Interior		
Air Conditioning	Dual zone, manual with filter	STD
Bluetooth	Dealer installed when factory installed is not available.	STD **Factory installed? Y**
Cargo Area	Flat-load floor	STD
Equipment Tray	Universal above instrument panel	STD
Gauge Package	Standard production gauges including engine hour meter; speedometer calibrated	STD
Glove Box	Locking/non-illuminated, locking	STD
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamp. Nominally flat cargo area with rear seats folded.	STD
Lift gate Release Switch	Release button located in in overhead console	STD
Lighting	1st Row Task Light (driver and passenger) Overhead Console; 1st Row Overhead Dome/Map Work Light (red/white)	STD
Mirror	Day/Night Rearview	STD
Pedals	Power adjustable	NA
Radio	AM/FM/MP3 capable, clock, 6 speakers, 4.2" color LCD Screen Center - Stack Smart Display, Antenna roof mounted	AM FM MP3 NO CD
Steering Column	Manual tilt with Column Shifter; cruise control	STD
Steering	Electric Power Assist Steering - Heavy duty	STD
Safety		
Airbags	Dual stage front airbags for driver and passenger, seat side, roll curtain airbags and safety canopy, passenger knee	STD
Brakes	Hi performance 4-wheel disc heavy duty rotors and calipers, anti-lock with traction control, police calibrated	STD
Rear view Camera	Located in center stack; includes Electrochromic Rear View Mirror option - Camera displayed in rear view mirror, requires 53M	STD
Roll Stability Control	AdvanceTrac with roll stability control and hydraulic brake assist	STD
Seating	Built in steel intrusion plates in both front seat backs	STD

STIVERS

BASE VEHICLE SPECIFICATIONS (Cont.)		
Seating		
Driver and Passenger	Police Grade Cloth Trim, dual bucket seats; Driver's side: 6 way power with manual lumbar; Passenger: 2 way manual track (fore/aft, with manual recline).	STD
Second Row	Vinyl 60/40 split bench seat (Manual Fold Flat, No Tumble) Fixed Seat Track	STD
Suspension		
Suspension	Independent front and rear	STD
Tires & Wheels		
Tire Pressure Monitoring System		STD
Tires	P255/60R18 all season BSW	STD
Spare	18 inch full size tire	**STD**
Wheels	18"X 8" steel with wheel full face wheel cover	65L
	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:	**$31,327.00** NOT FINAL BID PRICE

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater - DELETE	Engine Block Heater	STD **DEDUCT COST:**	**-$35.00**
Engine Upgrade #1	3.0L V6 EcoBoost (148 mph top speed) (Non FFV)	99C	**$4,250.00**
Engine Upgrade #2	3.3L V6 Direct-Injection HYBRID Engine System (136 mpg top speed)	99W	**$3,750.00**
Power Transfer Unit	Enhanced PTU Cooler (recommended for EVOC training)	NA	**$0.00**
Doors & Windows			
Door Panel - Ballistic	Ballistic Door Panel - Driver only (Level III+)	90D	**$1,585.00**
Door Panel - Ballistic	Ballistic Door Panel - Driver and Passenger (Level III+)	90E	**$3,170.00**
Door Panel - Ballistic	Ballistic Door Panel - Driver only (Level IV+)	90F	**$2,415.00**
Door Panel - Ballistic	Ballistic Door Panel - Driver and Passenger (Level IV+)	90G	**$4,830.00**
Door - Hidden Lock Plunger	Rear door handles operable1	NA	
Door - Hidden Lock Plunger	Rear door handles inoperable1	52P	**$160.00**
Door - Rear Handles	With Locks operable1		
Door - Rear Handles	With Locks inoperable	68G	**$75.00**
Glass - DELETE	Solar tint 2nd and 3rd row (deletes privacy glass)	**92G**	**$120.00**
Glass - DELETE	Solar tint 2nd row only (deletes privacy glass)	**92G NO DEDUCT**	**$120.00**
Keys	Keyed Alike - 1435x	59E	**$50.00**
Keys	Keyed Alike - 1284x	59B	**$50.00**
Keys	Keyed Alike - 0135x	59D	**$50.00**
Keys	Keyed Alike - 0576x	59F	**$50.00**
Keys	Keyed Alike - 1111x	59J	**$50.00**
Keys	Keyed Alike - 1294x	59C	**$50.00**
Keys	Keyed Alike - 0151x	59G	**$50.00**
Keys	Two additional fully functional key sets including FOB; FOB requires keyless entry. Total of 4 key sets including base vehicle key sets.	55F	**$0.00**
Window - Rear	Power delete, operable from front driver side switches		**STD**
Electrical (HYBRID ENGINE ONLY)			
AGM Battery H7	(800 CCA/80-amp); Hybrid Engine Only	**std**	
DC/DC converter - 220-AMP	In lieu of alternator; Hybrid Engine Only	**STD**	
Lithium Ion Battery Pack	Does not intrude into cargo area; Hybrid Engine Only	STD	
Regenerative Braking System	Police calibrated high-performance; Hybrid Engine Only	STD	
Exterior			
Badge Delete	Deletes the "Police Interceptor" badging on rear liftgate; Deletes the "Interceptor" badging on front hood	16D	0
Headlamps	Automatic	STD	
LED Lamps	Side marker LED side view lights	63B	**$290.00**
Lockable Gas Cap		NA	
Marker Lights	Rear Quarter Glass Side Market Lights	63L	**$575.00**
Mirrors	Heated side view	549	**$60.00**
Noise Suppression Bonds	Ground straps	60R	**$100.00**
Non Standard Paint		NA	
Remappable Switches	Four switches on steering wheel with SYNC.	STD	**$0.00**
Siren/Speaker	100 Watt, includes bracket and pigtail	18X	**$315.00**
Spot Lamp Prep Kit	Driver Side, doesn't include spot lamp housing and bulb	51P	**$140.00**

stivers ford

Exterior (Cont.)	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Spot Lamp Prep Kit	Dual Side, doesn't include spot lamp housing and bulb	51W	$280.00
Spot Lamp, LED Bulb	Driver only (Unity)	51R	$390.00
Spot Lamp, LED Bulb	Driver only (Whelen)	51T	$420.00
Spot Lamp, LED Bulb	Dual only (Unity)	51S	$620.00
Spot Lamp, LED Bulb	Dual only (Whelen)	51V	$665.00
Tail Lamp / Police Interceptor Housing Only	Pre-existing holes with standard twist lock sealed capability	86T	$60.00
Trailer Tow Lighting Package	Class III; 4 pin and 7 pin connectors and wiring	STD	$0.00
Undercoating		DLR	$300.00
Floor			
Floor Carpet	Carpeting and floor mats, front and rear	16C	$125.00
Interior			
Air Conditioning	Auxiliary; **Now available with Cargo Storage Vault (63V)**	17A	$610.00
Cargo Storage Vault	Includes lockable door; **Now available with Auxiliary Air Conditioning**	63V	$245.00
Console Plate - Rear	Not available with 65U	85R	$45.00
Dark Car Feature	Courtesy lamp disable when any door is opened	43D	$25.00
Dome Light	Red/White in Cargo Area	17T	$50.00
Front Console - Delete	Delete; **Note: not available with option: 67H, 67U**	85D **DEDUCT COST:**	$0.00
Packages			
Front Headlamp Lighting Solution	Base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-wag simulation, and two (2) white hemispheric light head LED side warning lights. Includes pre-wire for grille lamp, siren and speaker (60A) **Note: Not available with option 67H.**	66A	$895.00
Interior Upgrade Package	1st and 2nd Row Carpet Floor Covering, Cloth Seats - Rear, Center Floor Console less shifter w/unique Police console finish plate – Includes Console- Top Plate – Finish 3 (incl. 2 cup holders), Floor Mats, front and rear, **Note: Not available with Police Interceptor Package 67H, 67U, 85R**	65U	$390.00

Packages	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Police Wire Harness Connector Kit - Front & Rear	Front Kit: • For connectivity to Ford PI Package solutions includes:	67V	$185.00
Ready for the Road Package	• Includes Police Interceptor Packages: #66A; #66B, #66C plus: – Whelen Cencom Light Controller Head – Whelen Cencom Relay Center / Siren / Amp (mounted behind 2nd row seat) – Light Controller / Relay Cencom wiring (wiring harness) – Whelen Specific W ECAN Cable (console to cargo area) connects Cencom to Control Head - Pre-Wiring for grille lamp, siren and speaker (60A) - Rear console plate (85R) - contours through 2nd row, channel for wiring – Grille linear LED Lights (Red / Blue) – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) **Note: Not available with options 66A, 66B, 66C, 67U, 65U**	67H	$3,595.00
Rear Lighting Solution	Includes two (2) backlit flashing linear high-intensity LED lights; (driver side red / passenger side blue) mounted to inside lift gate glass; Includes two (2) backlit linear high-intensity LED lights (driver side red / passenger side blue) installed on inside lip of lift gate (lights activate when lift gate is open) **Note: Not available with 67H**	66C	$455.00
Tail Lamp Lighting Solution	Includes LED lightts, plus two (2) rear integrated hemispheric white light head LED side warning lights in tail lamps. **Note: Not available with option 67H.**	66B	$430.00
Ultimate Wiring Package	• Includes the following: – Rear console mounting plate (85R) contours through 2nd row; channel for wiring – Pre-wiring for grille lamp, siren and speaker (60A) - Wiring Harness I/P to rear (overlay): o Two (2) light cables – supports up to six (6) lights (engine compartment) o Two (2) grille light cables o Two (2) 50-amp battery and ground circuits in RH rear quarter o One (1) 10-amp siren/speaker circuit engine cargo area **Note: Not available with options 65U, 67G, 67H**	67U	$560.00

STIVERS FORD

ADDITIONAL OPTIONS (Cont.)				
Safety				
BLIS - Blind Spot Monitoring	With Cross traffic Alert with cross traffic alert (requires 54Z)	55B		$545.00
Daytime Running Lights		942		$45.00
Lockable Gas Cap		NA		
Perimeter Anti-theft alarm	Activated by Hood, Door or Deck Lid, requires key fob	593		$120.00
Police Engine Idle Feature		47A		$260.00
Police Perimeter Alert	Detects motion in an approx. 270-degree radius on sides and back of vehicle	68B		$675.00
Pre-Collision Assist and Pedestrian Alert	Includes forward collision warning and automatic emergency braking	76P		$145.00
Rear Video Camera with Washer		STD		
Reverse Sensing System	Factory preferred but dealer installed acceptable	76R	Factory Installed? Y	$275.00
Security Alarm	– Activated by the opening of Hood, Door, or Deck lid – Requires Key Fob (60P)	593		$120.00
Seating				
2nd Row Seating	Cloth	F6		$60.00
Power Passenger Seat	8 way power adjustable with 2 way manual lumbar adjustment	87P		$325.00
Rear Center Seat Delete		85S		$0.00
Tires & Wheels				
Wheel Covers - DELETE	Full size bolt-on (not center caps)	STD	DEDUCT COST:	$0.00
Extended Service Plan				
75,000 miles	assumes 5,000-mile intervals = 15 service events			$900.00
75,000 miles	assumes 3,000-mile intervals = 25 service events			$1,400.00
100,000 miles	assumes 5,000-mile intervals = 20 service events			$1,005.00
100,000 miles	assumes 3,000-mile intervals = 33 service events			$1,950.00
Extended Warranty				
Extended Warranty	100,000 mile or more extended warranty	Explain coverage: 60 month/ 100,000 premium care w/ $100 deductible		$2,950.00
OTHER				
Options not listed above	Discount percentage off MSRP for options $2000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	**Enter Percentage Discount MSRP:**		1
DELIVERY				**Cost**
DELIVERY PRICE PER MILE:	Price per mile to deliver vehicle anywhere in State of Iowa		**Per Mile Charge**	$3.00
Delivery FOB	Delivery Cost to Dept of Administrative Services, in Des Moines, IA	**Enter miles in whole number:**	0	$0.00
Delivery FOB	Delivery Cost to University of Iowa, Iowa City, IA	**Enter miles in whole number:**	50	$150.00

PPV Group B 2.1 - Department of Administrative Services - ALL WHEEL DRIVE		Mfg. Code / NA / STD	Option Price
Spot Lamp, LED Bulb	Driver only (Whelen)	0	$420.00
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			$31,747.00

Make:	FORD
Model Name:	EXPLORER
Exact Model Code:	K8A
Trim Pkg. Common Name:	BASE
Exact Trim Pkg. Code:	500A
Engine Code:	99B
Transmission Code:	44U

2023 price with options and delivery:

$45,460 each

Total cost for 8 vehicles:

$363,680

MY 2023 Price is $40,392.00

FINAL BID PRICE

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **9/14/2022**

Subject:
Motion approving the HOME-ARP Allocation Plan and authorizing the City Administrator or her designees to sign necessary documents and agreements. [All Wards]

Recommendation:
Pass the Motion.

Background:
The HOME-ARP plan presents funding available for specific activities and populations outlined in HUD CPD Notice 21-10 (Issued on September 13, 2021). HOME-ARP eligible activities include development and support of affordable rental housing, tenant based rental assistance (TBRA), supportive services, and non-congregate shelters. These eligible activities are for qualifying populations (QP's) that include sheltered and unsheltered homeless populations, those currently housed populations at risk of homelessness, other families requiring services or housing assistance or to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations. The City of Davenport is receiving $1,533,897 for above-mentioned activities. Priority needs for qualifying populations have been identified as the following based on the consultation process and data available for the City of Davenport and surrounding metro area:

- Increase affordable rental/housing units with an emphasis on 3+ bedrooms and accessible units
- Create supportive service programs focused on preventing homelessness with an emphasis on the creation of a financial literacy and mentoring program.
- Provide rental assistance for those at risk of homelessness to alleviate the need to go through the shelters and keep people in their current housing units.

The 15-day public comment period for the plan ran from August 22, 2022 – September 6, 2022. The plan will be submitted to HUD after completion of the process to amend the 2022 Annual Action Plan.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	HOME-ARP Draft Plan

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	9/1/2022 - 8:53 AM

City of Davenport

HOME-ARP Allocation Plan

DRAFT

For Public Comment August 22, 2022 – September 6, 2022

Formatting Note: It is required to use HUD's HOME-ARP Allocation Plan template. The City is unable to edit certain features.

More information on HOME-ARP can be found:

https://www.hudexchange.info/programs/home-arp/

https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

Questions and Comments can be directed to:

City of Davenport
Community & Economic Development
Attn: HOME-ARP
226 W. 4th Street, Davenport, IA 52801
(563) 326-7765
ced.info@davenportiowa.com

HOME-ARP Allocation Plan Template

Guidance

- To receive its HOME-ARP allocation, a PJ must:
  - Engage in consultation with at least the required organizations;
  - Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
  - Develop a plan that meets the requirements in the HOME-ARP Notice.
- To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the "HOME-ARP allocation plan" option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).
- PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:
  - Affirmatively Further Fair Housing;
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
  - Anti-Lobbying;
  - Authority of Jurisdiction;
  - Section 3; and,
  - HOME-ARP specific certification.

Participating Jurisdiction: Davenport, IA **Date:** 10/1/2022

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

The City of Davenport conducted pre-planning feedback through a few different methods. The first was through a notice of intent that was sent out to area service providers in March 2022. This was to gauge who would be interested in applying for the available HOME-ARP funding through the City of Davenport. There were two agencies that submitted interest applications. One stated that they would be interested in developing affordable rental housing and the other would be interested in Tenant Based Rental

Assistance (TBRA) and providing supportive services for transitioning out of homelessness. A copy of the notice of intent application is included in the plan appendix.

The second way was through a "Pre-Plan Agency Survey" to gather information on the current resources and needs of the community. The City invited all required consultation groups as described in the HOME-ARP notice. In total it was sent to a list of 74 agencies/groups (list of contacted groups is below the feedback summary table in this section), and the survey was open from April 8, 2022 until July 1, 2022. A total of 8 responses were received and included: 4 housing providers, 2 family/children services, 1 homeless shelter, and 1 independent living center. Only one agency said that they currently have resources available to assist HOME-ARP Qualifying Populations. The qualifying population of "Those at greatest risk of housing instability or in unstable housing situations" followed by "Other families requiring services or housing assistance or to prevent homelessness" are the populations that most respondents serve. Main themes from the respondents were: not enough affordable housing, a need for accessible units, a need for 3+ bedroom units, a need for additional shelter spaces, a need for flexible shelter spaces. The activities ranked in funding priority are: 1. Development and support of affordable rental housing, 2. Supportive Services, 3. TBRA for QP's, 4. Non-Congregate Shelters. The funding priority ranked for QP's are: 1. Those at greatest risk of housing instability or in unstable situations, 2. Sheltered and unsheltered homeless populations, 3. Those currently housed populations at risk of homelessness, 4. Other families requiring services or housing assistance or to prevent homelessness. A copy of the survey and summary results is included in the appendix.

Additionally throughout the plan development City staff reached out to area service providers for assistance with understanding available resources and local data. The survey feedback is in the table below. Additional information is available in the appendix.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Community Action of Eastern Iowa	Family and Children Services	Survey	Identified gaps in that the current space is not flexible for the needs and that there is not enough permanent, safe, affordable housing. Additionally the short-term transitional housing is in-sufficient, need for more child care services, assistance with reliable transportation, and mental health services are needed. The top priority was identified as development and support of affordable rental housing prioritizing those currently housed at risk of homelessness.

Economic Growth Corporation	Non-Profit Housing Developer	Survey	Identified that there is not enough supportive housing and the shelters are overcrowded. Additionally there is not enough transitional housing causing a cycle of repeat. Affordable housing tends to be in poorer condition and not near amenities. Mental health care, supportive services, financial literacy and home improvement assistance are needed. The top priority would be the development and support of affordable rental housing prioritizing assisting sheltered and unsheltered homeless populations.
Ecumenical Housing Development Group	Affordable Housing/ Low income rental units	Survey	Identified that the region and Davenport have a gap of available affordable housing units. The available affordable housing is usually in poor condition and not close to amenities. Additionally mental health services, transportation, child care, and financial assistance services are needed. Other issues such as mental health, education, etc. cannot be addressed until stable housing is achieved. The top priority would be development and support of affordable rental housing prioritizing those at greatest risk of housing instability or in unstable situations.
Habitat for Humanity	Housing Developer/ Affordable Housing	Survey	Identified gaps in services and the need for more education/mentoring services and education programs for financial literacy. The top priority was identified as development and support of affordable rental housing with prioritizing sheltered/unsheltered homeless populations.
Humility Homes	Homeless Shelter	Survey	Identified gaps in limited capacity for shelter space vs. the community need. Identified that the area has a gap of affordable and available units for QPs and that the gap in affordable housing and assistance prevents people from

			being stably housed. Contributing factors are a lack of income, mental illness, lack of support and resources for disabilities are all associated with higher risk of homelessness. The top priority was identified as development and support of affordable rental housing with prioritizing sheltered/unsheltered homeless populations.
IL/IA Center for Independent Living	Independent Living Center	Survey	Identified a lack of affordable accessible units and the need for mental health services and financial services. The top priority being development and support of affordable rental housing prioritizing those at greatest risk of housing instability or in unstable situations.
Not Provided	Family and Children Services	Survey	Identified that there is not enough affordable housing especially at the 3+ bedroom level. Additionally the need for more supportive services for those transitioning out of homelessness, low income neighborhoods need stabilization in the form of maintenance, higher wages are needed for even basic living expenses are all needed. Although there are resources in Davenport many families state the "rules" around assistance make it too difficult to obtain. The top priority would be development and support of affordable rental housing prioritizing those at greatest risk of housing instability or in unstable situations.
Second Chance Housing	Affordable Housing/ Low Income Rental Units	Survey	Identified gaps that there is not enough housing for low income populations and those on public assistance do not have enough income to afford good housing. Additionally there is not enough affordable housing available for those that need it and a lack of resources to help those already homeless get into affordable housing. The top priority

			would be TBRA prioritizing those are greatest risk of housing instability or in unstable situations.

If additional space is needed, insert image of table here:

HOME-ARP Consultation List		
Agency	Type of Agency	Email
Alternatives	Disability/Senior Services	alternatives@alternativesforyou.org
Bethany for Children and Families	Housing service provider	bcleaveland@bethany-qc.org
Blackhawk Bank and Trust	Lender	jschulte@chooosethechiel.com
Brain Injury Association of Iowa	Housing service provider	bbb32874@aol.com
Build to Suite, Inc.	For profit developer	bts@buildtosuiteinc.com
CASI Seniors	Senior Services	ajohnson@casiseniors.org
CASI Seniors	Senior Services	lblumberg@casiseniors.org
CBI Bank and Trust	Lender	Damon.Calvin@cbibt.com
Christian Care	Housing service provider	sgatticent@christiancareqc.org
Christian Care	Housing service provider	cgramens@christiancareqc.org
City of Davenport Civil Rights	Civil Rights	latrice.lacey@davenportiowa.com
Community Action of Eastern Iowa	Housing service provider	RPavey@caeiowa.org
Community Foundation of the Great River Bend	Funder	heathercalvert@cfgrb.org
Community Foundation of the Great River Bend	Funder	kellythompson@cfgrb.org
Community Health Care Homeless Outreach Meeting	Healthcare	bdavis@davchc.com
Community Healthcare	Healthcare	BDavis@chcqca.org
Community Housing Services	Housing service provider	gailbrooks0627@gmail.com
Davenport Public Housing Authority/ Office of Assisted Housing/Section 8 Vouchers	PHA	bruce.berger@davenportiowa.com
Davenport Public Schools	Public Schools/ Homeless	neyrinckk@mail.davenport.k12.ia.us
Davenport Public Schools	Public Schools/ Homeless	schiltzm@mail.davenport.k12.ia.us
DeLaCerda House, Inc.	Housing service provider	cathy@delacerdahouseinc.org
Ecumenical Housing Development Group	Housing developer	jarchardson1954@gmail.com
Fairness in Rural Lending	Housing service provider	bbheehy@aol.com
Family Resources	Social Service Provider	eschwalm@lamres.org
Family Resources	Social Service Provider	eadam@lamres.org
Family Resources	Housing service provider	eschwalm@lamres.org
Freedom Homes Ministries	Housing service provider	sclinelhqca@gmail.com
Gateway Redevelopment Group	Housing developer	ann@grgdavenport.org
Gateway Redevelopment Group	Housing developer	marian_meginnis@msn.com
Goodwill Heartland	Disability Services	dschubert@goodwillheartland.org
Great Southern Bank	Lender	bcrowley@greatsouthernbank.com
Habitat for Humanity	Housing developer	krstuc rallan@habitatqc.org
Habitat for Humanity	Housing Developer	Elesha@habitatqc.org
Handicapped Development Center	Disability Services	CarolFaster@hdcmail.org
HELP Legal Aid	Legal Services	ndrscalk@iowalaw.org
Help Legal Aid	Legal Services	kschemmel@iowalaw.org
Hilltop Campus Village	Housing developer	molly@hilltopcampusvillage.org
Homeless VA Services	Veterans Services	Jessica.Mahr@va.gov
Humility Homes and Services	Homeless and Housing	a.weier@humilityhomes.org
IL/IA Center for Independent Living	Disability Services	jahnne@icil.com
Interfaith Housing Ltd	Housing developer	trthes_interfaithhousing@msn.com
King's Harvest, Inc.	Housing service provider	jennilerkingsharvest@gmail.com
Legal Aid	Community	ndrscalk@iowalaw.org
Mary Lee House	homeless services	tlalayemack@maryleehouse.org
Milestones Area Agency on Aging	Senior Services	bpassman@milestonesaaa.org
NHS of Davenport	Housing developer	b_hayes-upton@mwnhs.org
One Eighty Zone	Housing developer	jlenny@oneeighty.org
One Eighty Zone	Housing developer	ddakotah@oneeighty.org
Project NOW, Inc.	Housing service provider	sdadd@projectnow.org
Project NOW, Inc.	Housing service provider	rlund@projectnow.org
Project Renewal	Youth services	projectrenewal@revealed.net
QC Housing Cluster	Housing Service Group	qchousingcluster@gmail.com
QC Open Network	Social Service Provider	cbailey@qcopennetwork.org
Quad City Bank and Trust	Lender	jdubin@qcbt.com
Rebuilding Together Quad Cities	Housing service provider	reachus@rebuildingtogetherquadcities.org
Regional Development Authority	Funder	mattmendenhall@me.com
Rock Island Housing Authority	Housing service provider	gailbrooks0627@gmail.com
Safe Families	Social Services - Children	ttrice@safeqc.org
Salvation Army of the Quad Cities	Housing Service Provider	belle.larned@usc.salvationarmy.org
Scott County Community Services	Social Services/ County Government	lori.elam@scottcountyiowa.gov
Scott County Health Department	County government	health@scottcountyiowa.gov
Scott County Homeless and Transitional Housing Council	Homeless and Housing	cathy@delacerdahouseinc.org
Scott County Housing Council	Housing Service Non Profit	kilgannonscho@gmail.com
Scott County Planning and Zoning	County government	planning@scottcountyiowa.gov
Second Chance Housing	landlord	elHeritage@gmail.com
St. Joseph the Worker House	Housing service provider	ann@annring.com
The Arc of the Quad Cities Area	Housing developer	wrights@arcqca.org
United Way of the QC	Funder	mcagg@unitedwayqc.org
Unity House of Davenport	Social Service Provider	dennis.haut@unityhouseofdavenport.org
Unity House of Davenport	Social Service Provider	kelly@unityhouseofdavenport.org
Veteran Affairs Commission - Scott County Iowa	Veterans Services	commserve@scottcountyiowa.gov
Vera French Housing Corp.	Housing developer	kberwilleys@veralrenchmhc.org
Vera French Mental Health Center	Social Service Provider	sstallersb@veralrenchmhc.org

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Public comment period:*** *start date –* ***8/22/2022*** *end date -* ***9/6/2022***
- ***Public hearing: 9/7/2022***

The 15-day public comment period will run 8/22/22-9/6/22 with a public hearing at the City Council meeting on 9/7/22.

Describe any efforts to broaden public participation:

A virtual public input meeting will be held on August 23, 2022. The recording was available on the City's website and comments will be accepted through the duration of the public comment period, which will be 8/22/22 – 9/6/22. A copy of the presentation slides will be included in the appendix.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:

All comments received will be accepted and all recommendations received will be addressed.

Summarize any comments or recommendations not accepted and state the reasons why:

All comments received will be accepted and all recommendations received will be addressed.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	40	20	80	80	13								
Transitional Housing	36	12	0	0	0								
Permanent Supportive Housing	7	7	32	32	0								
Other Permanent Housing						7	32	3	9				
Sheltered Homeless						20	90	22	31				
Unsheltered Homeless						4	182	5	NA				
Current Gap										25	25	1063	1063

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	85		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	85		
Rental Units Affordable to HH at 50% AMI (Other Populations)	0		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		6645	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		NA	
Current Gaps			6645

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Information specific to the qualifying population demographics is available at the County level. All data will be noted for the geography it covers throughout the plan.

The Annual Report for Scott County, Iowa from the Institute for Community Alliance reports on shelter entry and programs (2020 data). According to the report over 50% of those who entered shelters were previously living in a place not meant for habitation, followed by living with family and friends. Over 75% were households without children, approximately 19% of households were at least one adult and one child and less than 1% were children under 18 alone. More than half entered were male (58%) vs. female (40%). Approximately 13% were veterans and 33% were victims of domestic abuse. Those that reported a disability reported mental health conditions the most (29.6%) followed by chronic health conditions (22.8%) and physical conditions (16.7%). Area emergency shelters served at least* 1,176; Transitional Housing – 57; Permanent Supportive Housing – 145; Street Outreach – 65; and Rapid Rehousing – 238 (*Note these are "at least" numbers and do not account for other area non-profits that might provide services and not be reporting CoC's).

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- ***Sheltered and unsheltered homeless populations;***
- ***Those currently housed populations at risk of homelessness;***
- ***Other families requiring services or housing assistance or to prevent homelessness; and,***
- ***Those at greatest risk of housing instability or in unstable housing situations:***

The main theme that was heard throughout the consultation process was the need for additional affordable housing. Additional affordable housing is seen as a large gap in need for the City of Davenport and surrounding metro area. Information from area housing studies (Analysis of Impediments to Fair Housing – 2019 and Housing Needs Assessment – 2020 both of which were done in coordination with area entitlements – Moline, IL and Rock Island, IL) indicate that there is a lack of decent, affordable housing, particularly accessible rental units. Affordable rental housing is concentrated in areas of high minority and the recommendations are to include more of an equity focus in planning decisions, including in addressing community perceptions about affordable housing and the barriers for protected classes. Additional recommendations include that with a large quantity of older homes in need of repair, larger scale rehabilitation and replacement is needed. More rental assistance is needed, along with neighborhood stabilization through the rehabilitation of both owner and renter occupied housing, improved code enforcement and nuisance abatement, and efforts to address public safety and tenant/landlord stability and education. Also included the recommendation that public transit be expanded in terms of hours and routes, and that there be continued support of transitional housing and housing for special needs populations.

The City's consultation with area agencies stated that they had an over 30% increase in the use of emergency shelters from the pandemic. They observed that already cost burdened residents had their hours reduced or lost their jobs entirely which lead to a snowball effect. Additionally the residents currently in affordable units had their rents increased and/or leases not renewed. Agencies are coming

across quite a few who are now working more than one job in order to afford housing. Additionally COVID is still causing issues with when someone contracts the virus they are off work for at least a week, most do not have sick/paid leave time which causes already cost burdened residents to be unable to catch up leading to more issues. Increasing affordable housing will also alleviate the increased strain on the shelters that are seeing more use because rents have increased and are no longer affordable.

According to the Comprehensive Housing Affordability Strategy (CHAS – 2014-2018 ACS), the four housing problems are identified as incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%; and the four severe housing problems are identified as incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%. Almost 30% of all households in Davenport have at least one of the four housing problems with 17.2% of them being renters. Just over 15% of all households have at least one of the four severe housing problems with just under 10% being renters. Additionally 10% of all households with a household income less than 30% AMI have at least one of the four housing problems.

Information from the "Silos to Solutions Report" produced by the Quad Cities Housing Cluster regarding the Loss of Fair Market Rent Units in the Quad Cities Metro Area that includes units that have been dilapidated or closed and units whose rent has risen above fair market rent (the fair market rent for Scott County is $650/month for a one bedroom). From 2010 to 2017 Scott County has lost approximately 39% of the units below $650/month while units above $650/month have increased by over 55%.

NOTE: Additional breakouts are shown in the above Housing Needs Inventory and Gap Analysis Tables. Note this is only for agencies reporting as CoC's and does not account for non-reporting non-profits that might be in the area. Source data for table is included in the appendix.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

Information on current inventory available in our community comes from a combination of local and national resources. Identified current emergency shelters have approximately 100 units/153 beds available; 12 family units of transitional housing are available; and 39 units of permanent supportive housing are available for both families and individuals.

Feedback received through consulations identified that one area agency stated they currently have resources available to assist qualifying populations. Those who submitted pre-interest applications stated they would be interested in developing affordable housing, tenant based rental assistance, creating additional transistional housing units, and supportive services assisting with transitioning out of homelessness. This is all consistent with what the identified needs and gaps in our area have shown.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

A gap of at least 1,088 units of permanent supportive housing have been identified (source: Humility Homes and Services Inc in coordination with Institute for Community Alliances). With approximately 85

rental units available for 30% AMI there is still a need for at least 6,645 in the metro area (source: QC Housing Council).

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:

According to data from the Institute for Community Alliance (Iowa Homelessness County Level Data Book 2022) gross rent as a percentage of income gives a sense of the community's overall economic health. The most burdened population are those making less than half of the area median income while paying more than 30% of their income in housing costs. This data is only available at the County level (Davenport is part of Scott County). Approximately 31% of Scott County residents spend more than 30% of their household income on housing costs compared to the State average of 26%. However 15.3% of the households in Scott County have incomes under half of the area median income and pay more than 30% of that income in housing costs. For 9.6%, their income is under 50% of area median income and more than 50 % of that income is paid in housing costs. This is the population most at risk of becoming homeless when unable to keep or obtain affordable housing.

Another indicator of affordable housing is how many hours someone needs to work a week at minimum wage in order to afford fair market rent. This can also be an indicator of someone at risk for being homeless. Data from the National Low Income Housing Coalition (available at the County level only) indicates that 30% of all households in Scott County are renters. A one bedroom fair market rent is $650 and a two bedroom is $805. Based on the data affordable rent for 30% AMI is $654, 50% AMI is $1,090. And that annual income needed to afford a one bedroom is $26,000 (or at least $13.15) and two bedroom is $32,200 (or at least $16.55). Initially it appears that Scott County is relatively affordable however minimum wage is $7.25 and the affordable rent making minimum wage is only $377 with someone needing to work 69 hours a week to afford a one bedroom and work 85 hours a week to afford a two bedroom.

Information from the Comprehensive Housing Affordability Strategy (CHAS) data (2014-2018 ACS) discusses that cost burden is the ratio of housing costs to household income for the City of Davenport. For renters, housing costs are gross rent (contract plus utilities); for owners the housing costs are "select monthly owner costs" (mortgage payment, utilities, association fees, insurance, real estate taxes). Housing costs over 30% is an indicator of a housing problem and housing costs over 50% is an indicator of severe housing problems. Households are defined as "cost burdened" when housing costs are greater than 30% of their monthly housing costs and "severely cost burdened" when monthly housing costs are greater than 50% of their monthly household income. Approximately 13.3% of the total households in Davenport have a household income less than or equal to 30% of AMI and 44.8% of total households have an income of 80% or less of AMI. Approximately 24.8% of all households are cost burdened spending more than 30% of their income on housing with 10.1% of those households making less than 30% AMI and 6.8% being renters are cost burdened. Additionally approximately 13.5% of all households are severely cost burdened with 8.6% of those households making less than 30% AMI and 5.9% being renters.

Identify priority needs for qualifying populations:

Priority needs for qualifying populations have been identified as the following based on the consultation process and data available for the City of Davenport and surrounding metro area.

- Increase affordable rental/housing units with an emphasis on 3+ bedrooms and accessible units.
- Create supportive service programs focused on preventing homelessness with an emphasis on the creation of a financial literacy and mentoring program.
- Provide rental assistance for those at risk of homelessness to alleviate the need to go through the shelters and keep people in their current housing units.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

Information was obtained through area service providers (whose clients are qualifying population's) as well as available data such as point in time counts, housing data (CHAS/Census Data), and reports compiled through the Institute for Community Alliance which report on homeless data and wage/housing related issues. Additionally feedback was received through the consultation process which helped gauge focus of need.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

The City of Davenport will provide funding directly to subrecipients. The City posted a pre-planning interest application for area agencies in March 2022 to gauge interest, available resources, and to assist in the plan development. Allocations will be made to subrecipients through an application process similar to the annual CDBG public service allocation process after this plan is approved by HUD.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The City of Davenport is responsible for the administration of the HOME-ARP grant and funding.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 200,000.00		
Acquisition and Development of Non-Congregate Shelters	$ 0		
Tenant Based Rental Assistance (TBRA)	$ 100,000.00		
Development of Affordable Rental Housing	$ 1,000,000.00		
Non-Profit Operating	$ 0	0 %	5%
Non-Profit Capacity Building	$ 0	0 %	5%
Administration and Planning	$ 230,084.55	15 %	15%
Total HOME ARP Allocation	$ 1,533,897.00		

Additional narrative, if applicable:

Funding allocation was determined by feedback from area social service agencies. Input was gathered through a "pre-application" and an agency survey. The information was used to gauge community interest, local agency availability, and the needs of the community.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

Information was obtained through area service providers (whose clients are qualifying population's) as well as available data such as point in time counts, housing data (CHAS), and reports compiled through the Institute for Community Alliance which report on homeless data and wage/housing related issues. Additionally feedback was received through the consultation process which helped gauge focus of need. Based on feedback it was determined that the shelters received a higher than average usage over the past few years. Creation of additional affordable housing will support the existing shelters for those who might not need shelter in a traditional sense but those whose rent has increased, lease has not been renewed or those who have lost employment and do not have savings. The creation of additional affordable housing will allow shelters to focus on residents needing transitional housing and other services.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Based on feedback received through pre-applications and the HOME-ARP housing unit worksheet it is determined we can support 4-15 units of affordable housing.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

The City determined that one of the priorities is to increase affordable housing with an emphasis on 3+ bedroom units and accessible units. Funding for housing projects that address a variety of community

needs by creating additional affordable housing units while alleviating the strain on the shelters will be a goal with the funding.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

Preferences are not being given to any of the qualifying populations or projects.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

NA

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

NA

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with 24 CFR 92.206(b). The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

The City of Davenport does not intend to refinance existing debt.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that***

the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.

NA

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

NA

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

NA

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG***.

HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal programs including CDBG. Additionally the City of Davenport does not intend to refinance existing debt for multifamily rental housing.

- ***Other requirements in the PJ's guidelines, if applicable:***

NA

APPENDIX

Consultation:

- Pre-Application
- Agency Survey
- Agencies Reached out to List
- Agencies Consulted List
- Summary of Comments Received

Public Input:

- Public Comment Notice/ Proof of Publication
- Virtual Public Input Meeting
- Public Hearing - City Council Agenda/Minutes
- Summary of Comments Received

Data Resources:

- List of Data Sources
- Needs Assessment and Gaps Analysis Tables with Sources
- Comprehensive Housing Affordability Strategy (CHAS) data tables – 2014-2018 ACS
- Institute for Community Alliance – Iowa Homeless County Level Data (2022)
- National Low Income Housing Coalition – Out of Reach Data

CONSULTATION

- Pre-Application
- Agency Survey
- Agencies Reached out to List
- Agencies Consulted List

Summary of Comments Received

Pre-Application –

- A notice of intent was sent out to area service providers in March 2022 to gauge interest in applying for the available funding.
- There were two agencies that submitted interest applications. One stated that they would be interested in rental housing and the other would be interested in tenant based rental assistance and provide supportive services

Agency Survey Highlights –

- 8 responses (4 housing providers, 2 family/children services, 1 homeless shelter, and 1 independent living center)
- The QP of "Those at greatest risk of housing instability or in unstable housing situations" followed by "Other families requiring services or housing assistance or to prevent homelessness" are the populations that most respondents serve
- Only one agency said that they currently have resources available to assist HOME ARP QP's
- Main themes: not enough affordable housing, a need for accessible units, a need for 3+ bedroom units, a need for additional shelter spaces, a need for flexible shelter spaces
- Activities Ranked in Funding Priority:
    1. Development and support of affordable rental housing
    2. Supportive Services
    3. TBRA for QP's
    4. Non-Congregate Shelters
- Funding Priority Ranked for QP's:
    1. Those at greatest risk of housing instability or in unstable situations
    2. Sheltered and unsheltered homeless populations
    3. Those currently housed populations at risk of homelessness
    4. Other families requiring services or housing assistance or to prevent homelessness

Notice of Intent to Apply for HOME-ARP Funds

On March 11, 2021 President Biden signed American Rescue Plan Act (ARPA) into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic. To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in ARPA funds to be administered through the HOME Investment Partnership Program to carry out four types of activities that must benefit homeless Qualifying Populations. The term Qualifying Households will be used in this notice to include homeless individuals and families that meet one of the Qualifying Population definitions.

There are three components to eligibility for HOME-ARP funding:

- Eligible Organization
- Providing an Eligible Activity
- To all Qualifying Populations

Over one million dollars in funding is available to eligible activities provided by eligible organizations that are already providing homeless services to Qualifying Populations with a last permanent address in Davenport (as reported in the Homeless Management Information System (HMIS).

Eligible Organizations

- The applicant is a not for profit organization (501(c)3 status) that has been in existence for at least one year.
- The applicant is already providing homeless services to the Qualifying Households whose last permanent address is Davenport as reported in the Homeless Management Information System (HMIS).
- For all HOME-ARP activities, the applicant will conduct operations in accordance with the following requirements:
  - The applicant at the time of application must maintain all agency owned property free of delinquent property taxes, sewer bills, or liens.
  - The applicant must carry general liability insurance coverage.
  - An annual audit that meets federal requirements may be required.
  - Federal financial and accounting standards will apply and separation of duties will be required as stated in 2 CFR Part 200.
  - The applicant must have a board in which meeting and minutes must be publicly accessible.
  - Religious instruction or participation cannot be required to participate in the program. Any religious activities must be optional and take place at a separate time and location than the HOME-ARP funded program. This may require change to the way the activities are currently operated.
  - Activities and facilities must be accessible to people with disabilities and Limited English Proficiency (LEP) individuals. Accommodations must be made to meet the needs of those with disabilities, and interpretive and/or translation services must be provided with those that fit the LEP definition.
  - Depending on the activity undertaken, Davis-Bacon, Section 3, MBE/WBE reporting may be required as well as other applicable federal regulations.
  - The following policies must be developed and adopted into current agency policies
    a. Nondiscrimination policies must be developed for both employees and program participants that cover all protected classes including: race, color, religion, creed, sex, gender identity, sexual orientation, national origin, ancestry, age, mental or physical disability, marital status, familial status and any other class protected by federal state, or local law.
    b. Grievance policies covering agency staff, program participants, contractors, and vendors must be developed and followed to address any disputes that may arise.
    c. Conflict of interest policies must be established for employees, their family members, and board members.

Eligible Activities (more detailed information on each in Reference 1):

1) **Rental Housing:** HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing. Unlike regular HOME Program which targets HOME-assisted rental units based on tenant income, at least 70 percent of all HOME-ARP units will admit Qualifying Households based only upon their status as Qualifying Populations. Most HOME-ARP Qualifying Households will be unable to pay a rent that covers operating costs. Eligible organizations will be required to show the ability to maintain HOME-ARP units throughout the 15 year compliance period.

2) **Tenant Based Rental Assistance (TBRA):** HOME-ARP funds may be used to provide tenant-based rental assistance to Qualifying Households. The eligible organization assists a Qualifying Household with payments to cover housing related costs. HOME-ARP TBRA is a form of rental assistance that is attached to the Qualifying Household and not a particular rental unit. Housing Quality Standards (HQS) apply as well as HOME tenant protections. Qualifying Households may use their HOME-ARP TBRA anywhere inside the Metro Quad Cities. The eligible organization may become a HOME-ARP Sponsor by utilizing a master lease with a sublease to a Qualifying Household, and making rental subsidy payments and security deposits on behalf of the Qualifying Household.

3) **Supportive Services:** HOME-ARP funds may be used to provide a broad range of supportive services to Qualifying Households as a separate activity or in combination with other HOME-ARP activities. The project delivery costs must be attributable to the identifiable objective of the service delivered. Supportive services are required to be provided to all Qualifying Households, and eligible organizations will need to document performance measures and outcomes. Eligible supportive services include:
    a. McKinney-Vento Supportive Services Section 401(29)
    b. Homeless Prevention Services under the regulations streamlined in Section VI.D.4.c.i in the Notice CPD-21-10
    c. Housing Counseling Services by certified counselors and organizations under 24 CFR part 214 (homeownership counseling is ineligible).

4) **Acquisition and Development of Non-Congregate Shelter:** A non-congregate shelter (NCS) is one or more buildings that provides private units or rooms as temporary shelter to Qualifying Households and does not require occupants to sign a lease or occupancy agreement. Funds may include acquisition and rehabilitation/new construction of existing structures such as motels, hotels, and other facilities to be used for HOME-ARP NCS. HOME-ARP may not be used for operating costs. Eligible organizations will be required to show the ability to maintain the property throughout the HOME-ARP Non-Congregate Shelter restricted period:
    a. New Construction – 15 years
    b. Rehabilitation – 10 years
    c. Acquisition only – 10 years

Qualifying Populations (more detailed information can be found in Reference 2):

HOME-ARP requires that funds be used to primarily benefit Qualifying Households. *See Reference 2 at the end of this document for complete definition of Qualifying Populations.* Any individual or family meeting the HUD established criteria for Qualifying Populations is eligible to receive assistance or services without meeting additional criteria. Income calculations required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.903(a)(1).

All qualifying populations who are eligible must have the opportunity to participate in all HOME-ARP activities in which they are eligible under Notice CPD 21-10 and cannot be excluded. HUD requires that the Participating Jurisdiction set any preferences among the Qualifying Populations in its HOME-ARP Allocation Plan. Upon award of HOME-ARP funding, The City of Davenport will provide awarded organizations with the preference list for Qualifying Populations. Qualifying populations who are eligible must have the opportunity to participate in all HOME-ARP activities in which they are eligible under the Notice CPD 21-10 and cannot be excluded.

DAVENPORT
COMMUNITY & ECONOMIC DEVELOPMENT

Pre-Application for HOME-ARP Funding

Submission Packet

Complete Packet Due by 12:00 PM on April 1, 2022

*** Incomplete and/or late Submissions will not be accepted ***

Agency/ Organization _____

Agency Address _____

Executive Director _____ Phone _____ Email _____

Contact Person _____ Phone _____ Email _____

Federal Tax ID Number: _____ DUNS Number _____

This organization intends to apply for HOME-ARP Funds for the following eligible activity or activities:

_____Rental Housing for HOME-ARP Qualifying Population (Acquire/Rehab/Construct)
_____Tenant Based rental Assistance for HOME-ARP Qualifying Populations.
_____Supportive Services for HOME-ARP Qualifying Populations.
_____Non-Congregate Shelter for Qualifying Populations (Acquire/Develop).

Please briefly describe the activity that will be undertaken with HOME-ARP funds if awarded. NOTE: This is not the application for funding. More detailed information about the activity and the documented need for each will be required if the organization is invited to participate in the RFP.

_____
_____
_____
_____

Notification of Intent:

Nonprofit organizations interested in applying for HOME-ARP funds and other federal funding opportunities are required to complete the certification form attached and submit the supporting documentation listed below to Dawn.Cameron@davenportiowa.com by 12:00 pm on **April 1, 2022.**

Organizations meeting all federal eligibility and financial requirements found at 2 CFR Part 200 will be invited to submit a RFP at a later date through the City of Davenport's Ionwave Bidding System.

Supporting Documentation to be submitted:

- Certifications for HOME-ARP Funds (on form provided)
- Succession Plan (on form provided)
- Sources of Federal Funding (on form provided)
- Checklist for Internal Control (on form provided)
- List of Board of Directors
- Board Meeting Schedule 2022-2023
- Copy of IRS 501(c)3 letter (and corresponding Fictitious Name resolution if applicable)
- Most recent audit or, if unavailable, most recent IRS 990 form
- Iowa Secretary of State Certificate of Existence dated no earlier than September 1, 2021

  Agency Polices:
  - Grievance policy for employees, program participants/clients and contractors/vendors (can be separate policies or combined)
  - Procurement/purchasing policy
  - Conflict of Interest policies for employees, board members, and contractors/vendors (can be separate policies or combined)
  - Non-discrimination policies for employment and program participants/services (can be 2 separate policies or combined)

HOME-ARP
SUCCESSION PLAN
PLEASE KEEP A COPY FOR YOUR RECORDS

MUST ANSWER EACH QUESTION. BLANKS, N/A, TBD WILL NOT BE ACCEPTED*

1. Who is the person at your agency that will be responsible for obtaining accurate and complete intake information?					
NAME:		DIRECT PHONE:		EMAIL:	
1a. Who performs the quality check on this person's work?					
NAME:		DIRECT PHONE:		EMAIL:	
1b. If either of these people leave the agency or are unable to complete these duties, who will take over for him or her?					
NAME:		DIRECT PHONE:		EMAIL:	
1c. What training will this person receive to be ready to take on these duties?					
2. Who is the person at your agency that will be responsible for submitting accurate, complete and timely quarterly and annual reports if required?					
NAME:		DIRECT PHONE:		EMAIL:	
2a. Who performs the quality check on this person's work?					
NAME:		DIRECT PHONE:		EMAIL:	
2b. If either of these people leave the agency or are unable to complete these duties, who will take over for him or her?					
NAME:		DIRECT PHONE:		EMAIL:	
2c. What training will this person receive to be ready to take on these duties?					
3. Who is the person at your agency that will be responsible for submitting accurate, complete and timely payout requests?					
NAME:		DIRECT PHONE:		EMAIL:	
3a. Who performs the quality check on this person's work?					
NAME:		DIRECT PHONE:		EMAIL:	
3b. If either of these people leave the agency or are unable to complete these duties, who will take over for him or her?					
NAME:		DIRECT PHONE:		EMAIL:	
3c. What training will this person receive to be ready to take on these duties?					
Name of Person Completing this Form			**Signature and Date of Person Completing this Form**		

Sources Of Federal Funding

Complete this form with all other sources of federal funding your agency receives, regardless of the type, source, or use of the funding. This includes funding for all programs operated by your Agency.

Note that some federal funding sources, such as HOME, ESG, HOPWA, CoC, CDBG and others may be distributed through the States of either Iowa or Illinois. Include all funding, even if it is received from the State.

Complete all fields, leave no blanks. If you need additional space, use additional forms.
Include all federal funds currently in use as well as any that were used within the last 12 months.

Include copies of all monitoring letter(s) with Agency's response(s), received in the last 3 years, if any.

Federal Grant Name		Agency	
Amount of Grant		Award Date	
State or Federal Contact Person			
Email		Phone Number	
Date of last monitoring letter			

Federal Grant Name		Agency	
Amount of Grant		Award Date	
State or Federal Contact Person			
Email		Phone Number	
Date of last monitoring letter			

Federal Grant Name		Agency	
Amount of Grant		Award Date	
State or Federal Contact Person			
Email		Phone Number	
Date of last monitoring letter			

Federal Grant Name		Agency	
Amount of Grant		Award Date	
State or Federal Contact Person			
Email		Phone Number	
Date of last monitoring letter			

Federal Grant Name		Agency	
Amount of Grant		Award Date	
State or Federal Contact Person			
Email		Phone Number	
Date of last monitoring letter			

Checklist for Internal Control

Agency Name

The checklists for internal control are provided as a guide to assess the adequacy of the subrecipient's business management capabilities. The checklists are not all inclusive, but can serve as a resource for ongoing evaluation. The types of problems cited in audit reports indicate that greater attention must be given to the business management capability of subrecipients. Proper internal control procedures will provide greater assurance that grant awards will be properly managed and should reduce the deficiencies found in audits of organizations.

Personnel Management

QUESTIONS:	**ANSWERS:**	
Is an up-to-date organizational chart in use?	Yes ☐	No ☐
Does the position classification system:		
1. differentiate between levels of responsibility and complexity of work?	Yes ☐	No ☐
2. require position descriptions and job titles?	Yes ☐	No ☐
3. identify position requirements?	Yes ☐	No ☐
4. call for periodically reviewing and updating position descriptions?	Yes ☐	No ☐
5. divide duties among employees responsible for the procurement, approval, verification (pre-audit) and disbursement functions of expenditure transactions?	Yes ☐	No ☐
Is there a clear, consistent written policy with respect to:		
1. working hours?	Yes ☐	No ☐
2. work schedules?	Yes ☐	No ☐
3. overtime?	Yes ☐	No ☐
4. vacation schedules and other absences?	Yes ☐	No ☐
5. maintenance of attendance records for all employees, with proper supervisory controls?	Yes ☐	No ☐
6. travel (including transportation, subsistence and lodging)?	Yes ☐	No ☐
7. training?	Yes ☐	No ☐
8. outside employment?	Yes ☐	No ☐
9. permitted and prohibited political activity, if covered by the Hatch Act?	Yes ☐	No ☐
Does the file and records system include all official documents related to the employment of each staff member and other persons participating in grant supported activities? (Such records should be maintained in an orderly and accessible file system which is capable of providing necessary information to supervisors, accountants, and auditors, as well as employees. Among the documents which would be included in these are actions related to hiring, dismissal, promotions, commendations and adverse actions.)	Yes ☐	No ☐

Payroll

Is the payroll checked at regular intervals against the personnel records?	Yes ☐	No ☐
Are clerical operations involved in the preparation of payroll checks double-checked before checks are distributed?	Yes ☐	No ☐
Are the functions involved in the preparation of payroll distributed among a number of employees?	Yes ☐	No ☐
Are the duties of those preparing payrolls rotated?	Yes ☐	No ☐
Are the unclaimed paychecks properly controlled?	Yes ☐	No ☐
If a separate payroll bank account is maintained, is it reconciled by an employee independent of all other payroll preparation functions?	Yes ☐	No ☐
Does the procedure followed in reconciling the payroll bank account include the checking of names on payroll checks and of endorsements against payroll records?	Yes ☐	No ☐
Are payroll checks distributed by someone other than persons who prepare payrolls, supervise employees, approve time reports, or sign paychecks?	Yes ☐	No ☐
Are payroll checks always prepared after receipt of approved time-and-attendance reports and based on those reports?	Yes ☐	No ☐
Is the issuance of any payroll checks before approved time-and-attendance reports have been received expressly forbidden?	Yes ☐	No ☐
Is each new employee personally interviewed by both the department in which she/he is to work and by persons independent of that department?	Yes ☐	No ☐
Are controls over employee termination adequate to prevent the continuance of pay for an employee no longer working?	Yes ☐	No ☐
Where over 50 employees are on the payroll, are other methods or precautions applied to preclude the possibility of fictitious or nonworking employees being added to the payroll?	Yes ☐	No ☐
Is an adequate current record maintained of all personnel and pay rates?	Yes ☐	No ☐

Accounting

Is the accounting routine set out in an accounting manual?	Yes ☐	No ☐
For small recipients, is the financial system designed, at the minimum, so that no one person has access to all financial operations, procedures, and records?	Yes ☐	No ☐

Are sources and application of Federal and non-Federal funds identified in the accounting system (§74.61(b):

1. authorizations?	Yes ☐	No ☐
2. funds received (including program income)?	Yes ☐	No ☐
3. reimbursements?	Yes ☐	No ☐
4. obligations?	Yes ☐	No ☐
5. unobligated balances?	Yes ☐	No ☐
6. assets (including depreciation or use allowances)?	Yes ☐	No ☐
7. if applicable, grant-related income?	Yes ☐	No ☐

Does the accounting system accumulate and record the direct costs of each Federally-supported project for both Federal and non-Federal costs? Yes ☐ No ☐

Are individual cost elements in recipient's chart-of-accounts reconciled to the cost categories in the approved budget? Yes ☐ No ☐

Does the accounting system identify and segregate unallowable costs? Yes ☐ No ☐

Are accounting records supported by source documentation (§74.61(g)? Yes ☐ No ☐

Are separate program activities or program accounts documented in the accounting system? Yes ☐ No ☐

Are transactions recorded and posted in the accounting books and records as frequently as possible, but at least every thirty days? Yes ☐ No ☐

Is the accounting function completely separated from procurement (purchasing) and receiving? Yes ☐ No ☐

Are general journal entries approved by a responsible employee? Yes ☐ No ☐

Budget

Are there procedures to determine the allowability, allocability, and reasonableness of costs? Are the procedures verified and/or approved by a responsible official? Yes ☐ No ☐

If costs have been transferred within the approved budget since the last aware, are the transfers supported by justification or documentation? Yes ☐ No ☐

Was prior approval obtained on costs requiring same? Yes ☐ No ☐

Were any obligations for the current budget period incurred prior to the effective date? Yes ☐ No ☐

Are budgeted costs compared with actual costs (for both Federal and non-Federal costs)? Yes ☐ No ☐

Is action taken when the comparisons disclose problems? Yes ☐ No ☐

Are budgetary controls in place to preclude incurring obligations in excess of total funds available for (1) grant and (2) object class category? Yes ☐ No ☐

Cash Management

Is there more than a three day lapse between the advance of grant funds and expenditures?	Yes ☐	No ☐
Are separate or special purpose bank accounts controlled? (Special accounts may be used as needed but should be under same control as the regular accounts.)	Yes ☐	No ☐
Are all cash receipts immediately recorded upon the books?	Yes ☐	No ☐
Are cash receipt books properly controlled and safeguarded?	Yes ☐	No ☐
Are validated duplicate deposit slips obtained for each deposit?	Yes ☐	No ☐
For small recipients, are certain functions such as receipt of bank statements, preparation of bank reconciliations, etc., carried out by independent bookkeepers or others for internal control purposes?	Yes ☐	No ☐
Are bank statements received directly, unopened by the person who prepares the bank reconciliations?	Yes ☐	No ☐
Are bank statements reconciled at least monthly?	Yes ☐	No ☐
Are paid checks examined for date, name, cancellation, and endorsements at the time the reconciliation is prepared?	Yes ☐	No ☐
Do supporting data accompany checks when they are submitted for signature?	Yes ☐	No ☐
Are supporting documents cancelled to prevent subsequent use?	Yes ☐	No ☐
Are vouchers or supporting documents identified by grant number, date, and expense classification?	Yes ☐	No ☐
Are invoices or vouchers approved in advance by responsible department heads?	Yes ☐	No ☐
Is the sequence of check numbers accounted for when bank account is reconciled?	Yes ☐	No ☐
Is the bank instructed not to pay checks over 30 days after date shown on check?	Yes ☐	No ☐
Are voided checks properly mutilated and retained for subsequent examination?	Yes ☐	No ☐
Are blank checks properly controlled?	Yes ☐	No ☐
Is the practice of drawing checks payable to “cash”, “petty cash”, “bearer”, etc. prohibited?	Yes ☐	No ☐
Are authorized signatures limited to persons who have no access to accounting records or to petty cash?	Yes ☐	No ☐
If a mechanical or facsimile signature is used for disbursements, is the signature plate, die, key, etc. under adequate control?	Yes ☐	No ☐
Is the issuance of checks on only verbal authority prohibited?	Yes ☐	No ☐

Is the signing of checks in advance prohibited?	Yes ☐	No ☐
Are employees prohibited from having custody of any unrecorded cash or negotiable documents (other than their own personal money) while on the premises of the grantee?	Yes ☐	No ☐
Is responsibility for any petty cash fund vested in only one person?	Yes ☐	No ☐
Are signed vouchers obtained written in ink for all petty cash disbursements?	Yes ☐	No ☐
Is the maximum amount of any individual disbursement limited to $20.00 or to another reasonable amount?	Yes ☐	No ☐
Are the amounts of petty cash funds limited so that reimbursement is required at relatively short intervals (not over 2 weeks)?	Yes ☐	No ☐
Are petty cash vouchers cancelled or marked so as to preclude their reuse?	Yes ☐	No ☐
Is petty cash kept locked at all times when not in use?	Yes ☐	No ☐
Are employee loans prohibited?	Yes ☐	No ☐
Are employee travel advances or other types of business advances accounted for promptly?	Yes ☐	No ☐

Procurement

Are the organization's purchasing practices and policies in writing in a purchasing manual?	Yes ☐	No ☐
Is a separate purchasing department maintained?	Yes ☐	No ☐
If not, is the responsibility for procurement assigned to one individual?	Yes ☐	No ☐
Is the prenumbered sequence of used purchase orders accounted for?	Yes ☐	No ☐
Does a copy of the receiving report go directly to the accounting office when goods are received?	Yes ☐	No ☐
Are invoices checked in the accounting office against purchase orders and receiving reports?	Yes ☐	No ☐
Is there definite evidence of responsibility for verifying invoices as to prices, extensions, additions, freight charges, discounts, etc.?	Yes ☐	No ☐
Is account coding double-checked prior to disbursement?	Yes ☐	No ☐
Are vouchers examined by a responsible individual to ascertain completeness of attachments and various required approvals?	Yes ☐	No ☐
Are vendors' invoices delivered directly to the accounting office?	Yes ☐	No ☐
Are purchases for employees expressly prohibited?	Yes ☐	No ☐
Are purchase invoices routed through a voucher register and not directly through cash disbursements?	Yes ☐	No ☐

If a voucher register is maintained, is it balanced monthly with the general ledger control account?	Yes ☐	No ☐
Is a postage meter used for outgoing mail?	Yes ☐	No ☐
Are controls established over use of any duplicating and photocopying equipment, and are quantities of material used or copies made accounted for?	Yes ☐	No ☐
Are voided purchase orders mutilated and retained for future examination?	Yes ☐	No ☐
Are purchase orders outstanding periodically reviewed and outstanding old orders accounted for?	Yes ☐	No ☐
When competitive quotations are required in accordance with procurement policy, are they properly obtained?	Yes ☐	No ☐
Are expenditure transaction files maintained in such a manner that documents supporting any transaction can be easily located?	Yes ☐	No ☐
Is a master list maintained of all persons authorized to sign or approve purchase requisitions, purchase orders, receiving reports, invoices (approval for payment, time-and-attendance records, etc.), and are signature samples available for comparison?	Yes ☐	No ☐
Are goods and services received prior to payment?	Yes ☐	No ☐

Property Management

Are the organization's property policies in writing in a property manual?	Yes ☐	No ☐
Are the proper classifications made between equipment and supplies and reconciled to the grantee's budget?	Yes ☐	No ☐
If equipment is "on loan" or "shared" with other organizations, are costs allocated proportionally?	Yes ☐	No ☐
Is a complete physical inventory of property taken at least every two years?	Yes ☐	No ☐
Are the results reconciled with the property records?	Yes ☐	No ☐
Where inventories are of great significance or where a central warehousing system is used, are perpetual inventory records maintained?	Yes ☐	No ☐
Is property adequately tagged or otherwise identified?	Yes ☐	No ☐

I hereby certify that all the information given is true and correct to the best of my knowledge. I understand that incomplete or false information maybe result in the defunding of federal assistance.

_____ _____

Signature Date

CERTIFICATIONS FOR HOME-ARP FUNDS

The following certifications apply to all organizations interested in applying for HOME-ARP. An organization that does not submit the Certifications and Supporting Documentation of the Invitation to Submit process will not be invited to compete in the RFP process.

The organization hereby agrees to the following:

A. The representations and documents presented in this submission are true and correct to the best of the organizations knowledge.

B. For all HOME-ARP activities, the organization will conduct its operations in accordance with the following requirements:

1. Refrain from discrimination against any funding beneficiary, applicant, or employee because of race, color, creed, religion, sex, sexual orientation, national origin or ancestry, age, marital status, disability, familial status (when applicable), or gender identity and comply with the Equal Employment Opportunity (EEO) clause required in all federally funded regulations.
2. When applicable, comply with Section 3 and MBE/WBE requirements for providing opportunities to low income and minority residents for training, employment and contracting; and with Davis-Bacon requirements governing prevailing wages.
3. Maintain records to verify information regarding individuals or households that participate or benefit from the grant-funded activity including:
    a. Income
    b. Racial/ethnic group
    c. Gender of the head of household
    d. Household size
    e. Composition and ages
    f. Veteran status
    g. Residence
    h. Other characteristics as requested by HUD
4. Demonstrate compliance with federal standards for financial management systems and source documentation and disburse funds in accordance with the requirements and standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at 2 CFR Part 200. These govern financial management systems, costs principles, audit requirements, program monitoring, property management, and procurement.
5. Retain financial records, supporting documents, statistical records and other records pertinent to the federal funded activities and make them available to the City, the U.S. Department of Housing and Urban Development or their designated representatives throughout any restricted or compliance records.
6. Maintain and submit time distribution records for all employees funded with HOME-ARP funds. This may include timesheets signed by both the employee and supervisors, payroll, invoices for employees and contractors working on HOME-ARP funding activities.

7. Obtain and retain HUD required certifications needed for the project/program being carried out with the HOME-ARP funding. This may include but is not limited to: Housing Counseling Certifications for both organizations and counselors, valid contractor licenses, state contractor registrations, and Lead Certifications, Asbestos Certifications for activities that include construction or rehabilitation. Additional specialty or trade licenses may be required depending on the work performed.
8. The following policies have been adopted into current organization policies:
    a. Nondiscrimination policies must be developed for both employees and program participants that cover all protected classes including: race, color, religion, creed, sex, gender identity, sexual orientation, national origin, ancestry, age, mental or physical disability, marital status, familial status and any other class protected by federal state, or local law.
    b. Grievance policies covering agency staff, program participants, contractors, and vendors must be developed and followed to address any disputes that may arise.
    c. Conflict of interest policies must be established for employees, their family members, and board members.
9. Carry general liability insurance. If awarded funds, the City must be listed as an other insured on the policy.
10. Be subject to a minimum of one monitoring visit on-site.
11. Maintain any organization owned properties free of delinquent taxes, sewer bills, or liens at the time of application and maintain this status throughout the restricted and compliance period.
12. The organization agrees not to accept or expend any funding from any other source for expenses covered by HOME-ARP funding if awarded, to avoid Duplication of Benefits.
13. The organization certifies that all supporting documentation has been submitted.
14. The organization has read and understood the definitions and requirements of each of the four eligible activities and the Qualifying Populations.

Signing below indicates that this funding application has been reviewed and approved and that the agency will abide by these certifications and all federal, state and local contract requirements.

_____ _____

Executive Director Date

Reference 1: The Four Eligible Activities

1. **Development and support of affordable rental housing**

   Acquisition, construction, and rehabilitation of affordable rental to Qualifying Households. Rental housing may include single family or multifamily housing, transitional or permanent housing, group homes, single room occupancy (SRO) units, and manufactured housing and must meet local code, permitting, and ordinances.

   ### Eligible Beneficiaries

   To promote inclusion of HOME-ARP units in mixed unit housing, no more than 30 percent of the units funded may be restricted for occupancy by households that are low income as defined by HUD, leaving the remaining 70 percent of the units for exclusive use by Qualifying Households at the time of the initial occupancy. A household that meets the definition of a Qualifying Population at initial occupancy remains a Qualifying Household throughout their period of occupancy irrespective of changes in income or whether they continue to meet the definition of Qualifying Population.

   ### Household Income

   Annual income verification at initial occupancy and each subsequent year during the minimum 15 year compliance period is required by the eligible organization and must comply to the definition of income at 24 CFR 5.609 and the process described in the Notice CPD-21-10 Issued September 13, 2021 to determine the household's contribution to rent. A Qualifying Household may not contribute to rent more than is affordable based on the determination of the household's income. Additional requirements are found at 24 CFR 92.252(a) and 24 CFR 92.252(i)(2).

   ### Rent Limitations

   HOME-ARP establishes rent limitations for Qualifying Households and Low Income Households. Qualifying Households may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD. Low Income households must comply with the rent limitations at 24 CFR 92.252(a). Additional limitations may apply.

   ### Property Standards

   HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e), and (f).

   ### Lease and Tenant Protections

   A lease that complies with the tenant protection requirements prescribed in Notice CPD -21-10 Issued September 13, 2021 must be executed with each household that occupies a HOME-ARP assisted unit.

2. Tenant Based Rental Assistance TBRA

HOME-ARP funds may be used to provide tenant-based rental assistance to Qualifying Households.

Eligible Costs

An eligible organization may assist by providing payments such as rent, security deposits, utility deposits, and utility costs. HOME-ARP TBRA may pay up to 100% of these costs for a Qualifying Household.

Portability of Assistance

Because the assistance is attached to the Qualifying Household and not the eligible organization, the Qualifying Household may choose to move to another unit with continued assistance as long as the new unit meets the applicable property standards. HOME-ARP TBRA may be used by Qualifying Households anywhere within the Metro Quad Cities.

Term of Rental Assistance Contract

Qualifying Households may receive HOME-ARP TBRA for up to 24 months.

Rent Reasonableness

The eligible organization must determine whether the rent is reasonable in comparison to rent for other comparable unassisted units and must disapprove a lease if the rent is not reasonable.

Housing Quality Standards

Housing must comply with all housing quality standards required at 24 CFR 982.401. HUD'S Lead Safe Housing Rules at 24 CFR Part 35 also apply.

HOME-ARP Sponsor

HOME-ARP TBRA may be provided in coordination with a non-profit HOME-ARP sponsor that facilitates a Qualifying Household's use of HOME-ARP TBRA. The HOME-ARP sponsor may sublease a unit to the Qualifying Household. The HOME-ARP sponsor may not own the subleased unit. The HOME TBRA assistance remains with the Qualifying Household if and when they move from the sponsored unit, it does not remain with the eligible non-profit organization.

Lease and Tenant Protections

A lease that complies with the tenant protection requirements prescribed in Notice CPD -21-10 Issued September 13, 2021 must be executed with each household that occupies a HOME-ARP assisted unit.

3. Supportive Services

Supportive services may be provided to Qualifying Households who are not already receiving the services outlined in the Notice CPD 21-10 through another program. Supportive services may combine with other HOME-ARP activities.

Eligible Services

There are three categories specifically included as supportive services under HOME-ARP:

1) McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of the Mckinney-Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C. 11360(29)
2) Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at 24 CFR Part 576.
3) Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.11, respectively, except that homeowner assistance and related services are not eligible under HOME-ARP activities.

Please consult the Notice CPD 21-10 for a full list and description of eligible costs. The costs of homelessness prevention services are only eligible to the extent that the assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing. Eligible Costs Associated with McKinney-Vento and Homelessness Prevention Supportive Services include:

- Costs of child care
- Costs of improving knowledge and basic educational skills
- Costs of establishing and/or operating employment assistance and job training
- Costs of providing meals or groceries
- Costs of assisting eligible program participants to located, obtain and retain housing
- Costs of certain legal services
- Costs of teaching critical life management skills
- Financial Assistance Costs, including
    - Rental Application Fees
    - Security Deposits
    - Utility Deposits
    - Payment of rental arrears

Costs associated with housing counseling can only be paid under HOME-ARP if housing counseling services are provided by HUD-certified housing counselors and organizations. Eligible costs include:

- Staff salaries of HUD certified housing counseling agencies and counselors
- Program delivery costs such as intake, counseling and action plans, and follow up with clients.
- Homeownership Counseling is not eligible.

4. **Non-Congregate Shelter**

HOME-ARP funds may be used to acquire and develop non-congregate (HOME-ARP NCS) for Qualifying Households. NCS provides private units or rooms as temporary shelter to Qualifying Households and do not require a lease or an agreement. This activity may include the construction of new structures or the acquisition and/or rehabilitation of existing structures (such as motels, nursing homes, or other facilities) to be for use as HOME-ARP NCS. The Notice CPD 21-10 establishes requirements applicable to HOME-ARP NCS. HOME-ARP funds may not be used to pay ongoing costs of operating NCS or converting NCS to housing.

Eligible Activities and Costs:

- Acquisition costs to acquire improved or unimproved real property for use as development of HOME-ARP NCS.
- Demolition costs to demolish existing structure for the purpose of developing HOME-ARP NCS.
- Development of hard Costs to rehabilitate or construct HOME-ARP NCS to meet habitability standards such as utilities connections, laundry facilities, community facilities, on-site management or supportive services offices.
- Related soft costs reasonable and necessary costs incurred by the eligible organization associated with financing, acquisition, and development of HOME-ARP NCS.
- Replacement reserve costs to capitalize replacement reserve to cover reasonable and necessary costs of replacing major systems and their components.

Admission and Occupancy:

- HOME-ARP NCS units may only be occupied by Qualifying Households.
- Program participants may not be charged occupancy fees or other charges to occupy a HOME-ARP NCS unit.
- HOME-APR supportive services may also be provided.

Property and Habitability Standards:

At project completion, HOME-ARP NCS units and common areas must meet all applicable State and local codes, ordinances and requirements and HUD'S Lead Safe Housing Rules at 24 CFR Part 35. Project must maintain property standards throughout the restricted period of use.

- New Construction: 15 Years
- Rehabilitation: 10 Years
- Acquisition Only: 10 Years

Conversion to Housing: ARP permits HOME-ARP NCS units to be converted into permanent housing under the Continuum of Care (CoC) program or permanent affordable housing after the restricted use period under 24 CFR 578.43 (acquisition) and/or 24 CFR 578.45 (rehabilitation) of the CoC program regulations.

REFERENCE 2 Qualifying Populations (Definitions taken directly from CPD Notice 21-10)

1.Homeless, as defined in 24 CFR 91.5 *Homeless* (1), (2), (3):

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

An individual who is exiting an institution where he or she resided for 90 days or less and who resided in emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An Individual or family who will immediately lose their primary nighttime residence, provided that:

The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

No subsequent residence has been identified; and

The individual or family lacks the resources or support networks, e.g. family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 1143a):

Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

Have experienced persistent instability as measured by two moves or more during the 60 – day period immediately preceding the date of applying for homeless assistance; and

Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At risk of homeless, as defined as 24 CFR 91.5 At Risk of homelessness:

(1) An individual or family who:

Has an annual income below 30 percent of median family income of the area, as determined by HUD;

Does not have sufficient resources or support networks, e.g. family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and

Meets one of the following conditions:

Has moved because of economic reasons two or more times during the 60 days immediately preceding that application for homelessness prevention assistance;

Is living in the home of another because of economic hardship;

Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low income individuals;

Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health, facility, foster care or other youth facility, or correction program, or institution); or

Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipients approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(1) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(1)), or section 17(b) (15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under section 725(2) of the Mckinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) of the child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent hard from further violence due to dangerous of life threatening conditions that relate to violence against the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from

further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, they type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2) A person with whom the victim shares a child in common;
3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:

1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2) Where the existence of such relationship shall be determined based on a consideration of the follow factors;
    a. The length of the relationship;
    b. The type of relationship;
    c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State Law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1) Fear for the person's individual safety or the safety of others: or
2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102), these are defined as

1) Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act has not attained 18 years of age; or
2) Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

4.Other Populations providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with greatest risk of housing instability, HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

(1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e. individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5 are currently housed due to temporary or emergency assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2)At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below:

(i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);

(ii) has annual income that is less than or equal to 50% of the area median income as determined by HUD, AND meets on of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
(B) Is living in the home of another because of economic hardship;
(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
(E) Lives in a single –room occupancy or efficiency apartment unit in which there reside more than two persons or lives in larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
(F) Is exiting a publicly funded institution, or system of care (such as health-care facility, a mental health facility, foster care or other youth facility, correction program or institution); or
(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

City of Davenport HOME-ARP Agency Survey

1.

Information provided in this survey will assist with the planning for HOME-ARP programs and needs of the qualifying populations in the City of Davenport.
There are three components to eligibility for HOME-ARP funding:

- **Eligible Organization**
- **Providing an Eligible Activity**
- **To all Qualifying Populations**

Over one million dollars in funding is available to eligible activities provided by eligible organizations that are already providing homeless services to Qualifying Populations with a last permanent address in Davenport (as reported in the Homeless Management Information System (HMIS).
Definition of qualifying populations:

- **Sheltered and unsheltered homeless populations**
- **Those currently housed populations at risk of homelessness**
- **Other families requiring services or housing assistance or to prevent homelessness**
- **Those at greatest risk of housing instability or in unstable housing situations**

Eligible activities:

1. **Rental housing for HOME-ARP Qualifying Populations (Acquire/Rehab/Construct)**
2. **Tenant Based Rental Assistance (TBRA) for HOME-ARP Qualifying Populations**
3. **Supportive Services for HOME-ARP Qualifying Populations**
4. **Non-Congregate Shelter for Qualifying Populations (Acquire/Develop)**

For more information HOME-ARP CPD Notice 21-10

* 1. What type of organization do you represent?

- ◯ Homeless Shelter
- ◯ Mental Health Services
- ◯ Domestic Violence Services
- ◯ Veteran Services
- ◯ Family and Children Services
- ◯ Other (please specify)

* 2. Which of the HOME-ARP Qualifying Populations does your organization currently serve: See HUD CPD Notice 21-10 for definitions of Qualifying Populations - HUD CPD Notice 21-10

- ◯ Sheltered and Unsheltered homeless populations
- ◯ Those currently housed populations at risk of homelessness
- ◯ Other families requiring services or housing assistance or to prevent homelessness
- ◯ Other (please specify)
- ◯ None of the above
- ◯ Those at greatest risk of housing instability or in unstable housing situations

* 3. What are your agency's current resources available to assist HOME ARP qualifying populations? Choose type and funding source

	Emergency Service Grant (ESG)	Continuum of Care (CoC)	Other
Congregate Shelter			
Non-Congregate Shelter			
Supportive Services			
Tenant Based Rental Assistance (TBRA)			
Affordable and Permanent Supportive Rental Housing			

Other (please specify type of resource and funding)

* 4. Are there gaps in the current shelter inventory of Davenport for qualifying populations?

- ☐ No
- ☐ Yes
- ☐ If Yes, explain the gaps

* 5. Are there gaps in Transitional Housing Inventory of Davenport for Qualifying Populations?

- ◯ No
- ◯ Yes
- ◯ If yes, explain the gaps

* 6. Are there gaps in affordable and permanent rental housing of Davenport for Qualifying Populations?

- ◯ No
- ◯ Yes
- ◯ If yes, explain the gaps

* 7. What are the unmet service needs of Sheltered and Unsheltered Homeless Population in Davenport?

* 8. What are the unmet service needs of those currently housed populations at risk of homelessness in Davenport?

* 9. What are the unmet service needs of other families requiring services or housing assistance or to prevent homelessness in Davenport?

* 10. What are the unmet service needs of those at greatest risk of housing instability or in unstable housing situations in Davenport?

* 11. Identify the physical characteristics of the housing associated with instability and an increased risk of homelessness?

* 12. Identify the characteristics of the Qualifying Population households associated with instability and an increased risk of homelessness?

* 13. Rank the following activities in funding priority (1 being first priority):

- Development and support of affordable rental housing
- TBRA (Tenant Based Rental Assistance) for Qualifying Populations
- Supportive Services
- Non-Congregate Shelter

* 14. Rank the following qualifying populations in funding priority (1 being first priority):

- Sheltered and Unsheltered homeless populations
- Those currently housed populations at risk of homelessness
- Other families requiring services or housing assistance or to prevent homelessness
- Those at greatest risk of housing instability or in unstable situations

15. Any additional comments

16. If you would like to receive updates regarding the City of Davenport's HOME-ARP planning process please provide your email:

Name

Company

City/Town

State/Province -- select state --

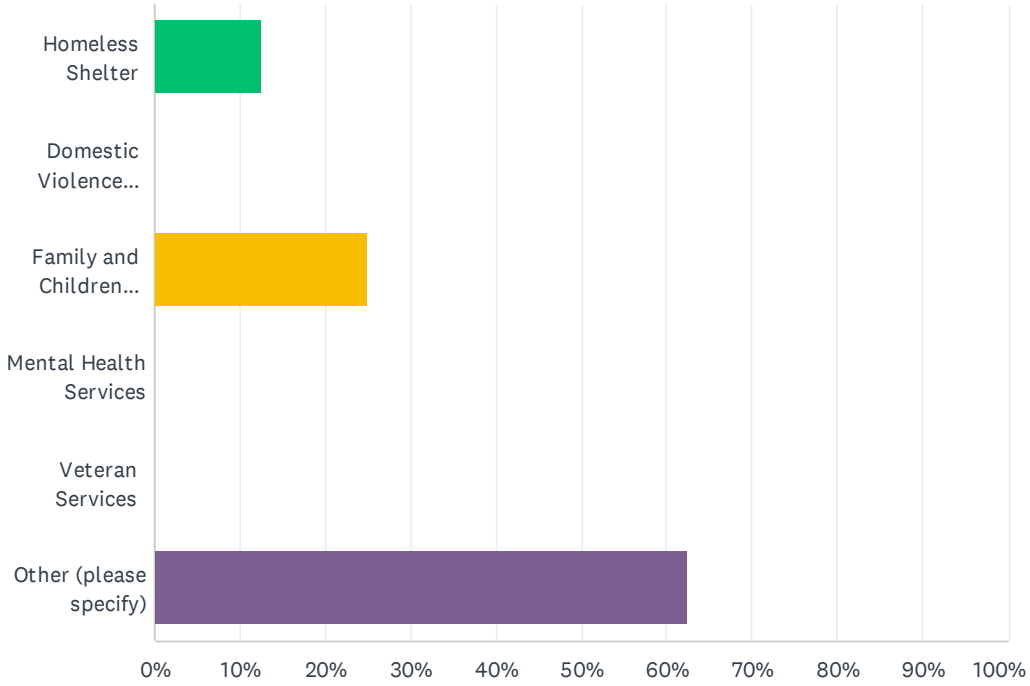
ZIP/Postal Code

Email Address

Phone Number

Q1 What type of organization do you represent?

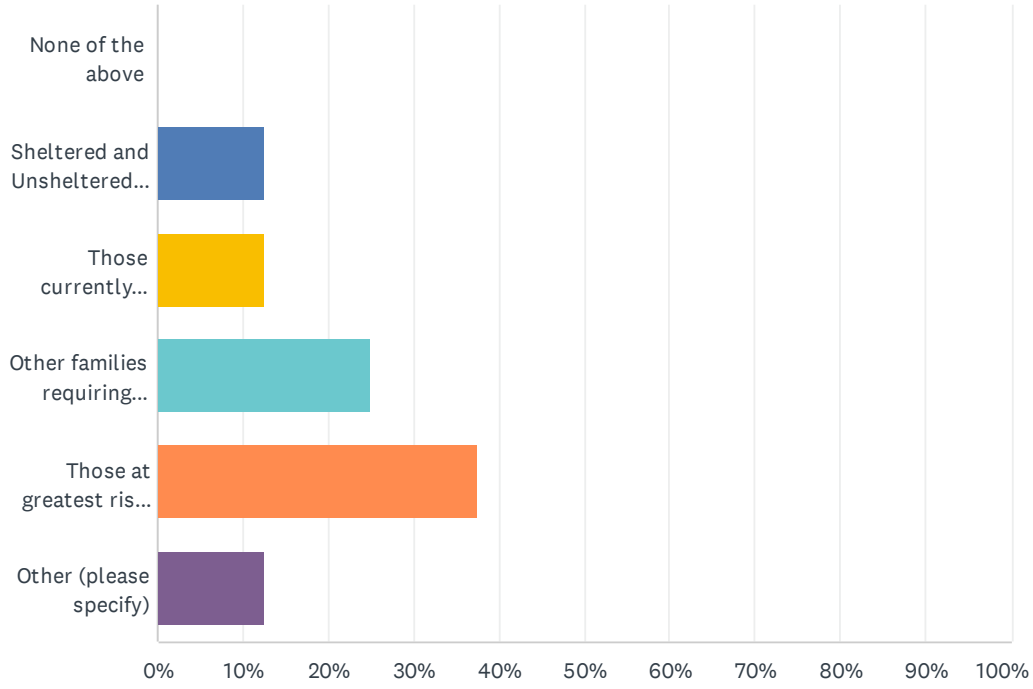
Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
Homeless Shelter	12.50%	1
Domestic Violence Services	0.00%	0
Family and Children Services	25.00%	2
Mental Health Services	0.00%	0
Veteran Services	0.00%	0
Other (please specify)	62.50%	5
TOTAL		8

Q2 Which of the HOME-ARP Qualifying Populations does your organization currently serve:See HUD CPD Notice 21-10 for definitions of Qualifying Populations - HUD CPD Notice 21-10

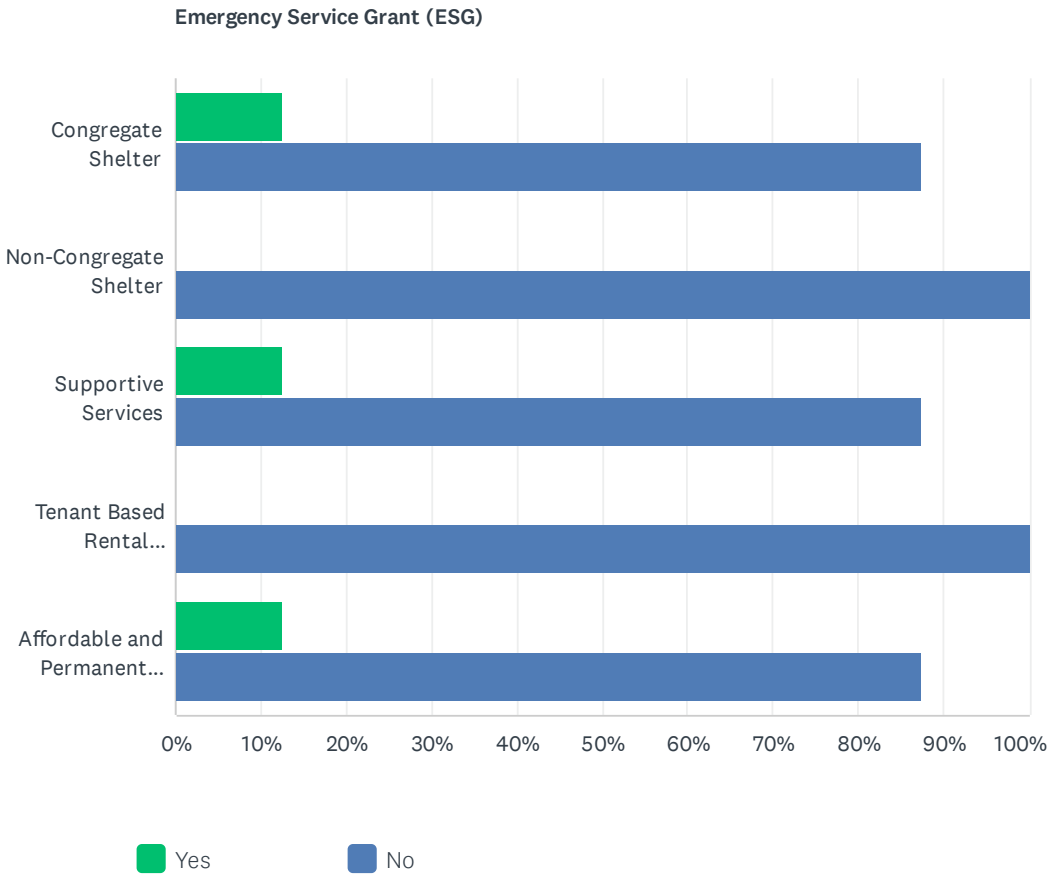
Answered: 8 Skipped: 0



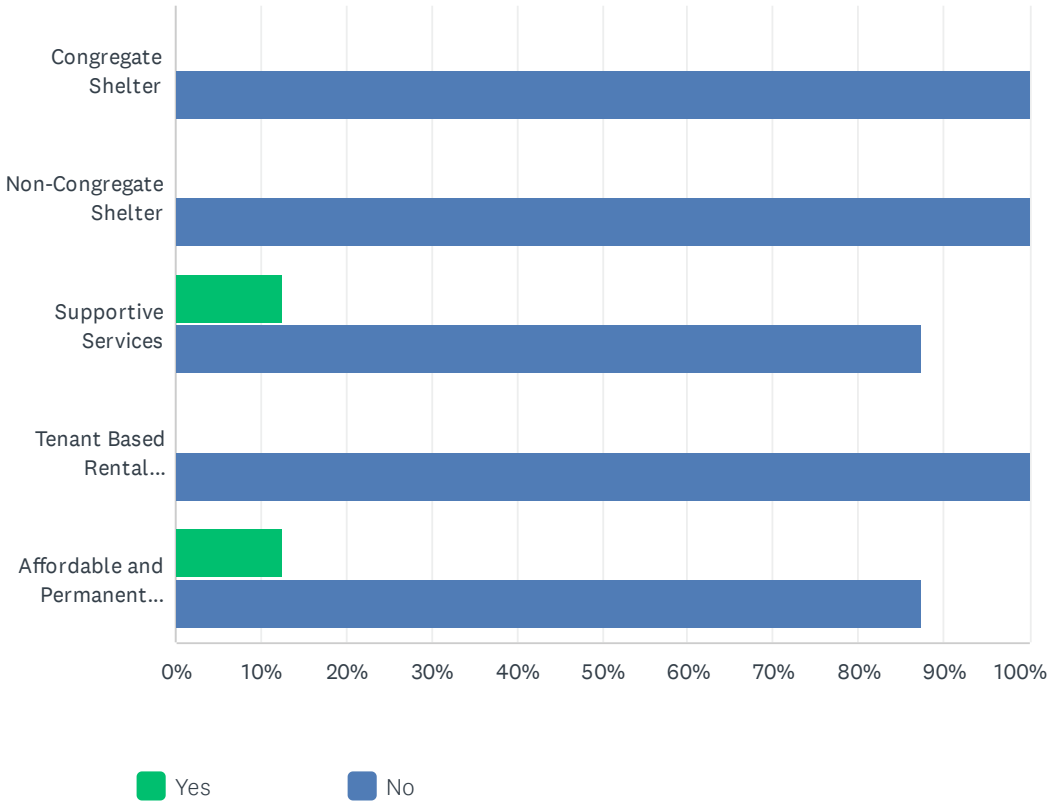
ANSWER CHOICES	RESPONSES	
None of the above	0.00%	0
Sheltered and Unsheltered homeless populations	12.50%	1
Those currently housed populations at risk of homelessness	12.50%	1
Other families requiring services or housing assistance or to prevent homelessness	25.00%	2
Those at greatest risk of housing instability or in unstable housing situations	37.50%	3
Other (please specify)	12.50%	1
TOTAL		8

Q3 What are your agency's current resources available to assist HOME ARP qualifying populations? Choose type and funding source

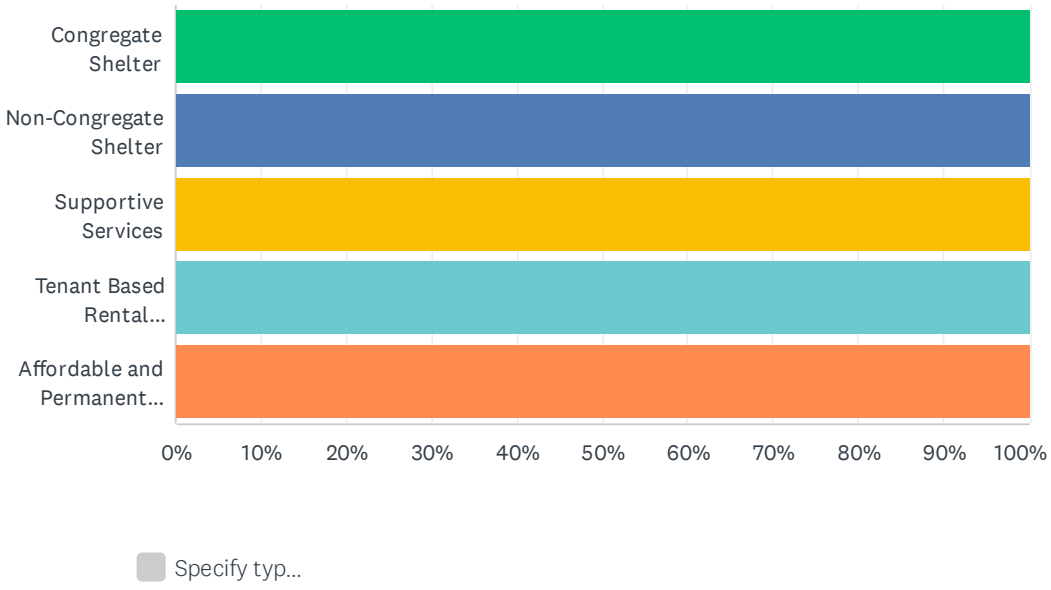
Answered: 8 Skipped: 0



Continuum of Care (CoC)



Other



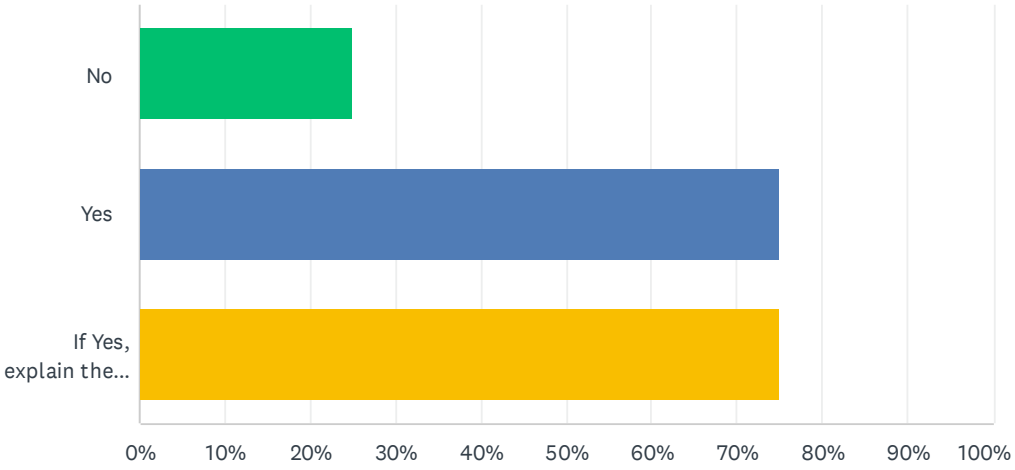
Emergency Service Grant (ESG)			
	YES	**NO**	**TOTAL**
Congregate Shelter	12.50% 1	87.50% 7	8
Non-Congregate Shelter	0.00% 0	100.00% 8	8
Supportive Services	12.50% 1	87.50% 7	8
Tenant Based Rental Assistance (TBRA)	0.00% 0	100.00% 8	8
Affordable and Permanent Supportive Rental Housing	12.50% 1	87.50% 7	8

Continuum of Care (CoC)			
	YES	**NO**	**TOTAL**
Congregate Shelter	0.00% 0	100.00% 8	8
Non-Congregate Shelter	0.00% 0	100.00% 8	8
Supportive Services	12.50% 1	87.50% 7	8
Tenant Based Rental Assistance (TBRA)	0.00% 0	100.00% 8	8
Affordable and Permanent Supportive Rental Housing	12.50% 1	87.50% 7	8

Other		
	SPECIFY TYPE BELOW	**TOTAL**
Congregate Shelter	100.00% 7	7
Non-Congregate Shelter	100.00% 7	7
Supportive Services	100.00% 8	8
Tenant Based Rental Assistance (TBRA)	100.00% 7	7
Affordable and Permanent Supportive Rental Housing	100.00% 7	7

Q4 Are there gaps in the current shelter inventory of Davenport for qualifying populations?

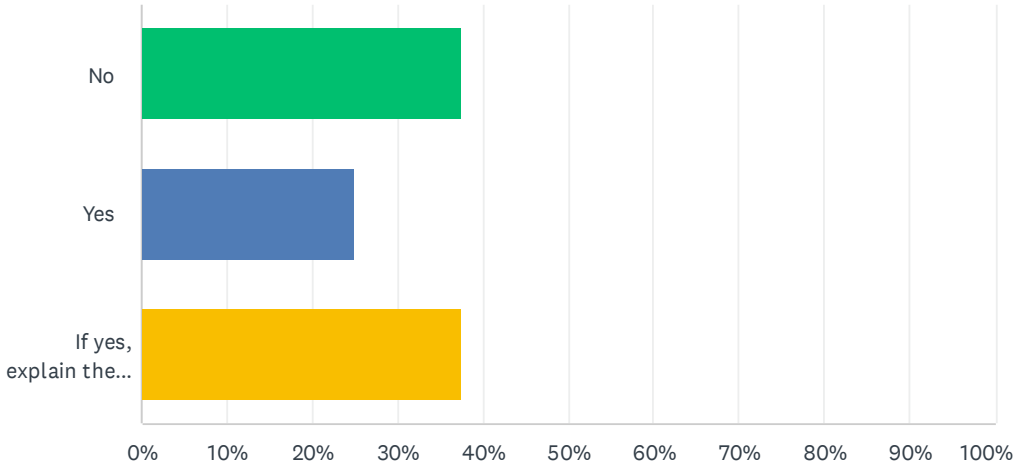
Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
No	25.00%	2
Yes	75.00%	6
If Yes, explain the gaps	75.00%	6
Total Respondents: 8		

Q5 Are there gaps in Transitional Housing Inventory of Davenport for Qualifying Populations?

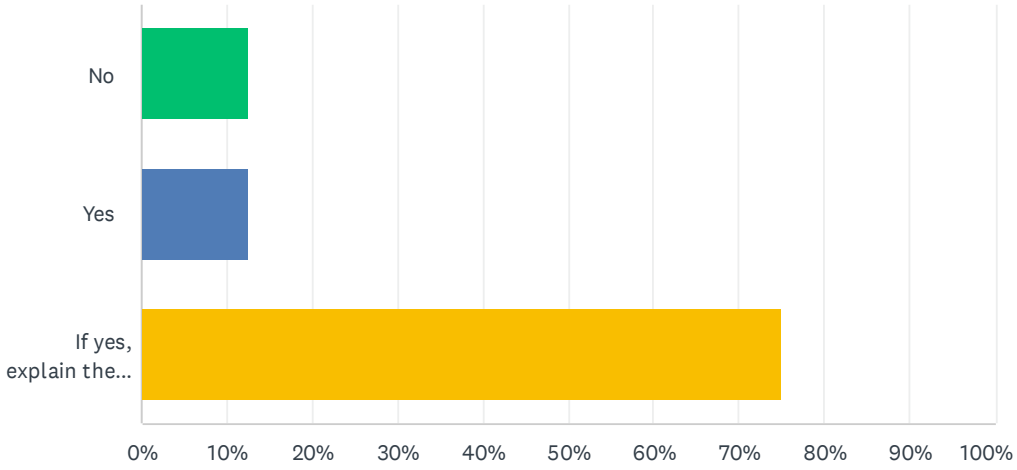
Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
No	37.50%	3
Yes	25.00%	2
If yes, explain the gaps	37.50%	3
TOTAL		8

Q6 Are there gaps in affordable and permanent rental housing of Davenport for Qualifying Populations?

Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
No	12.50%	1
Yes	12.50%	1
If yes, explain the gaps	75.00%	6
TOTAL		8

Q7 What are the unmet service needs of Sheltered and Unsheltered Homeless Population in Davenport?

Answered: 8 Skipped: 0

Q8 What are the unmet service needs of those currently housed populations at risk of homelessness in Davenport?

Answered: 8 Skipped: 0

Q9 What are the unmet service needs of other families requiring services or housing assistance or to prevent homelessness in Davenport?

Answered: 8 Skipped: 0

Q10 What are the unmet service needs of those at greatest risk of housing instability or in unstable housing situations in Davenport?

Answered: 8 Skipped: 0

Q11 Identify the physical characteristics of the housing associated with instability and an increased risk of homelessness?

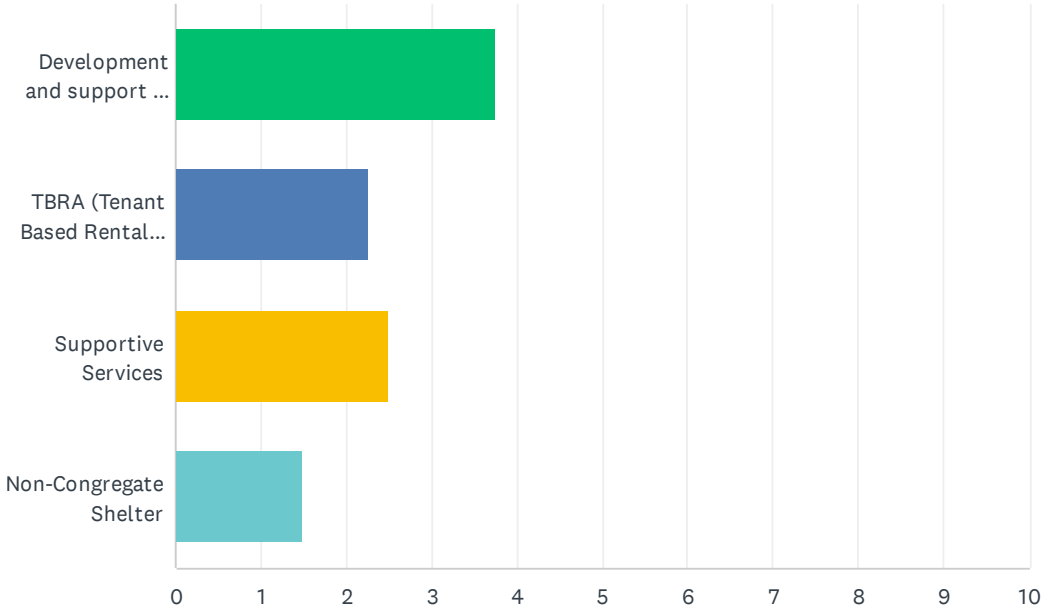
Answered: 8 Skipped: 0

Q12 Identify the characteristics of the Qualifying Population households associated with instability and an increased risk of homelessness?

Answered: 8 Skipped: 0

Q13 Rank the following activities in funding priority (1 being first priority):

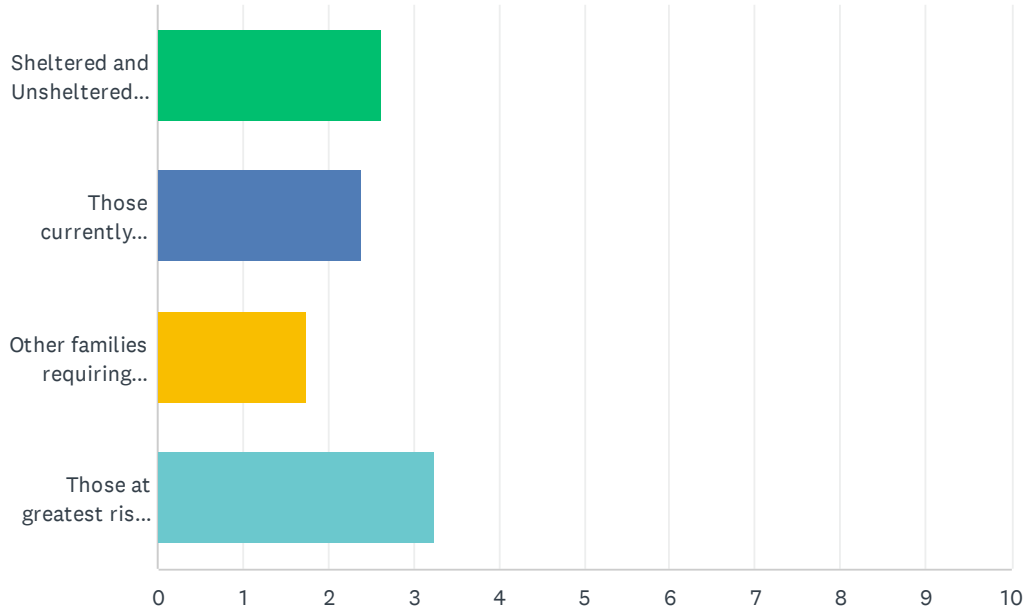
Answered: 8 Skipped: 0



	1	2	3	4	TOTAL	SCORE
Development and support of affordable rental housing	87.50% 7	0.00% 0	12.50% 1	0.00% 0	8	3.75
TBRA (Tenant Based Rental Assistance) for Qualifying Populations	12.50% 1	37.50% 3	12.50% 1	37.50% 3	8	2.25
Supportive Services	0.00% 0	50.00% 4	50.00% 4	0.00% 0	8	2.50
Non-Congregate Shelter	0.00% 0	12.50% 1	25.00% 2	62.50% 5	8	1.50

Q14 Rank the following qualifying populations in funding priority (1 being first priority):

Answered: 8 Skipped: 0



	1	2	3	4	TOTAL	SCORE
Sheltered and Unsheltered homeless populations	37.50% 3	25.00% 2	0.00% 0	37.50% 3	8	2.63
Those currently housed populations at risk of homelessness	12.50% 1	37.50% 3	25.00% 2	25.00% 2	8	2.38
Other families requiring services or housing assistance or to prevent homelessness	0.00% 0	12.50% 1	50.00% 4	37.50% 3	8	1.75
Those at greatest risk of housing instability or in unstable situations	50.00% 4	25.00% 2	25.00% 2	0.00% 0	8	3.25

Q15 Any additional comments

Answered: 2 Skipped: 6

Q16 If you would like to receive updates regarding the City of Davenport's HOME-ARP planning process please provide your email:

Answered: 7 Skipped: 1

ANSWER CHOICES	RESPONSES	
Name	100.00%	7
Company	100.00%	7
Address	0.00%	0
Address 2	0.00%	0
City/Town	100.00%	7
State/Province	100.00%	7
ZIP/Postal Code	100.00%	7
Country	0.00%	0
Email Address	100.00%	7
Phone Number	100.00%	7

HOME-ARP Consultation List		
Agency	**Type of Agency**	**Email**
Alternatives	Disability/Senior Services	alternatives@alternativesforyou.org
Bethany for Children and Families	Housing service provider	bcleaveland@bethany-qc.org
Blackhawk Bank and Trust	Lender	jschulte@choosethechief.com
Brain Injury Association of Iowa	Housing service provider	kbb32874@aol.com
Build to Suite, Inc.	For profit developer	bts@buildtosuitinc.com
CASI Seniors	Senior Services	ajohnson@casiseniors.org
CASI Seniors	Senior Services	lblumberg@casiseniors.org
CBI Bank and Trust	Lender	Damon.Colvin@cbibt.com
Christian Care	Housing service provider	sgottcent@christiancareqc.org
Christian Care	Houing service provider	cgramenz@christiancareqc.org
City of Davenport Civil Rights	Civil Rights	latrice.lacey@davenportiowa.com
Community Action of Eastern Iowa	Housing service provider	RPavey@caeiowa.org
Community Foundation of the Great River Bend	Funder	heathercalvert@cfgrb.org
Community Foundation of the Great River Bend	Funder	kellythompson@cfgrb.org
Community Health Care Homeless Outreach Meeting	Healthcare	bdavis@davchc.com
Community Healthcare	Healthcare	BDavis@chcqca.org
Community Housing Services	Housing service provider	gailbrooks0627@gmail.com
Davenport Public Housing Authority/ Office of Assisted Housing/Section 8 Vouchers	PHA	bruce.berger@davenportiowa.com
Davenport Public Schools	Public Schools/ Homeless	neyrinckk@mail.davenport.k12.ia.us
Davenport Public Schools	Public Schools/ Homeless	schiltzm@mail.davenport.k12.ia.us
DeLaCerda House, Inc.	Housing service provider	cathy@delacerdahouseinc.org
Ecumenical Housing Development Group	Housing developer	jarichardson1954@gmail.com
Fairness in Rural Lending	Housing service provider	slsheehy@aol.com
Family Resources	Social Service Provider	aschwalm@famres.org
Family Resources	Social Service Provider	aodom@famres.org
Family Resources	Housing service provider	aschwalm@famres.org
Freedom Homes Ministries	Housing service provider	sclinefhqca@gmail.com
Gateway Redevelopment Group	Housing developer	ars@grgdavenport.org
Gateway Redevelopment Group	Housing developer	marion_meginnis@msn.com
Goodwill Heartland	Disability Services	dschubert@goodwillheartland.org
Great Southern Bank	Lender	bcrowley@greatsoutherbank.com
Habitat for Humanity	Housing developer	kristi.crafton@habitatqc.org
Habitat for Humanity	Housing Developer	Elesha@habitatqc.org
Handicapped Development Center	Disability Services	CarolFoster@hdcmail.org
HELP Legal Aid	Legal Services	ndriscoll@iowalaw.org
Help Legal Aid	Legal Services	tschemmel@iowalaw.org
Hilltop Campus Village	Housing developer	molly@hilltopcampusvillage.org
Homeless VA Services	Veterans Services	Jessica.Mohr@va.gov
Humility Homes and Services	Homeless and Housing	a.velez@humilityhomes.org
IL/IA Center for Independent Living	Disability Services	johnnie@iicil.com
Interfaith Housing Ltd	Housing developer	trtheis_interfaithhousing@msn.com
King's Harvest, Inc.	Housing service provider	jenniferkingsharvest@gmail.com
Legal Aid	Community	ndriscoll@iowalaw.org
Mary Lee House	homeless services	lafayemack@maryleehouse.org
Milestones Area Agency on Aging	Senior Services	bpassman@milestonesaaa.org
NHS of Davenport	Housing developer	b_hayes-upton@mvnhs.org
One Eighty Zone	Housing developer	Jenny@oneeighty.org
One Eighty Zone	Housing developer	dakotah@oneeighty.org
Project NOW, Inc.	Housing service provider	adodd@projectnow.org
Project NOW, Inc.	Housing service provider	rlund@projectnow.org
Project Renewal	Youth services	projectrenewal@revealed.net
QC Housing Cluster	Housing Service Group	qchousingcluster@gmail.com
QC Open Network	Social Service Provider	cbailey@qcopennetwork.org
Quad City Bank and Trust	Lender	jdubin@qcbt.com
Rebuilding Together Quad Cities	Housing service provider	reachus@rebuildingtogetherquadcities.org
Regional Development Authority	Funder	mattmendenhall@me.com
Rock Island Housing Authority	Housing service provider	gailbrooks0627@gmail.com
Safe Families	Social Services - Children	ttrice@salfcs.org
Salvation Army of the Quad Cities	Housing Service Provider	kelle.larned@usc.salvationarmy.org
Scott County Community Services	Social Services/ County Government	lori.elam@scottcountyiowa.gov
Scott County Health Department	County government	health@scottcountyiowa.gov
Scott County Homeless and Transitional Housing Council	Homeless and Housing	cathy@delacerdahouseinc.org
Scott County Housing Council	Housing Service Non Profit	kilgannonschc@gmail.com
Scott County Planning and Zoning	County government	planning@scottcountyiowa.gov
Second Chance Housing	landlord	elHeritage@gmail.com
St. Joseph the Worker House	Houisng service provider	ann@annring.com
The Arc of the Quad Cities Area	Housing developer	wrights@arcqca.org
United Way of the QC	Funder	mzogg@unitedwayqc.org
Unity House of Davenport	Social Service Provider	dennis.haut@unityhouseofdavenport.org
Unity House of Davenport	Social Service Provider	kelly@unityhouseofdavenport.org
Veteran Affairs Commission - Scott County Iowa	Veterans Services	commserve@scottcountyiowa.gov
Vera French Housing Corp.	Housing developer	kiserwilleys@verafrenchmhc.org
Vera French Mental Health Center	Social Service Provider	stoffersb@verafrenchmhc.org

PUBLIC INPUT

- Public Comment Notice/ Proof of Publication
- Virtual Public Input Meeting
- Public Hearing - City Council Agenda/Minutes

Summary of Comments Received

Will be completed after public comment period is complete

NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING
ON THE
HOME Investment Partnerships – American Rescue Plan Act
(HOME-ARP) Allocation Plan

Public Comment:
The City of Davenport is establishing a 15-day comment period from August 22, 2022 through September 6, 2022, for citizen review of the draft HOME-ARP Allocation Plan. The plan is a requirement for HOME-ARP funding from the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships – American Rescue Plan Act (HOME-ARP).

Copies of the HOME-ARP Plan draft will be available from 8/22/2022 to 9/6/2022 for public review at: Davenport City Hall, 226 W. 4th Street, and the City of Davenport libraries: 321 Main Street, 6000 Eastern Avenue, 3000 Fairmount Street. Additionally the HOME-ARP Plan is available on the City's website www.davenportiowa.com under the Community & Economic Development Department.

The draft HOME-ARP plan presents funding available for specific activities and populations outlined in HUD CPD Notice 21-10 (Issued on September 13, 2021). HOME-ARP eligible activities include: Development and support of affordable rental housing, tenant based rental assistance (TBRA), Supportive Services, and Non-Congregate Shelters. These eligible activities are for qualifying populations (QP's) that include: Sheltered and unsheltered homeless populations, those currently housed populations at risk of homelessness, other families requiring services or housing assistance or to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations. The City of Davenport is receiving $1,533,897.00 for above mentioned activities. Priority needs for qualifying populations have been identified as the following based on the consultation process and data available for the City of Davenport and surrounding metro area: Increase affordable rental/housing units with an emphasis on 3+ bedrooms and accessible units, Create supportive service programs focused on preventing homelessness with an emphasis on the creation of a financial literacy and mentoring program, and Provide rental assistance for those at risk of homelessness to alleviate the need to go through the shelters and keep people in their current housing units.

All citizens may submit written comments on the Plan during the 15-day period. Comments will be accepted by the Community and Economic Development Department, City Hall, attn.: HOME-ARP, 226 W. 4th Street, Davenport, IA, 52801 or ced.info@davenportiowa.com through **September 6, 2022**. Interpretive Services are available at no charge. Servicios interpretivos libres estan disponibles.

Public Hearing:
Notice is hereby given that at 5:30 p.m. on September 7, 2022 in the City Council Chambers, City Hall (226 W. 4th Street), in the City of Davenport, Iowa, there will be a hearing on the HOME Investment Partnerships – American Rescue Plan Act (HOME-ARP) allocation plan and funding. The City Council Chambers are accessible to the physically challenged. Individuals requiring accommodations should call 563-326-7765 or TTY 563-326-6145 seven days in advance of the public hearing.

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. If you need accommodations for any reason, or for further information, please contact our office at Community Planning and Economic Development Department, City Hall, 226 West 4th Street, Davenport, IA, 52801 or (563) 326-7765 or TTY 326-6145.

Brian Krup, Deputy City Clerk PO #2301448

DATA RESOURCES

- List of Data Sources
- Needs Assessment and Gaps Analysis Tables with Sources
- Comprehensive Housing Affordability Strategy (CHAS) data tables – 2014-2018 ACS
- Institute for Community Alliance – Iowa Homeless County Level Data (2022)
- National Low Income Housing Coalition – Out of Reach Data

Data Sources

HUD –

- Comprehensive Housing Affordability Strategy (CHAS) data (2014-2018) - https://www.huduser.gov/portal/datasets/cp.html

Institute for Community Alliances –

- Balance of State Demographics - https://icalliances.org/demographic-bos-2021
- Iowa Homeless County Level Data Book 2022 - https://static1.squarespace.com/static/54ca7491e4b000c4d5583d9c/t/62742d3c9a377956e83f4550/1651780931579/COUNTY+DATA+BOOK+2022.pdf
- Point in Time Explorer - https://icalliances.org/pit-explorer

National Low Income Housing Coalition - https://nlihc.org/

- Out of Reach Data (Iowa and Scott County) - https://nlihc.org/oor/state/ia
- Housing Needs by State - https://nlihc.org/housing-needs-by-state/iowa

Other/Local –

- City of Davenport, City of Moline, City of Rock Island – Analysis of Impediments to Fair Housing (2019)
- City of Davenport, City of Moline, City of Rock Island – Housing Needs Assessment (2020)
- QC Housing Cluster – Silos to Solutions Plan (2020)

Needs Assessment and Gaps Analysis Tables:

Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	40	20	80	80	13								
Transitional Housing	36	12	0	0	0								
Permanent Supportive Housing	7	7	32	32	0								
Other Permanent Housing						7	32	3	9				
Sheltered Homeless						20	90	22	31				
Unsheltered Homeless						4	182	5	NA				
Current Gap										25	25	1063	1063

Source(s): Salvation Army; HHSI's HMIS; CoC PIT Count for Iowa Balance of State. Institute for Community Alliances conducted data matching through HMIS and Scott County Jail - identified 1,063 individuals in need of PSH over a 4 year period. NOTE: Gap analysis if for permanent supportive housing only.

Housing Needs Inventory and Gap Analysis

Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	85		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	85		
Rental Units Affordable to HH at 50% AMI (Other Populations)	0		
0% - 30% AMI Renter HH w/1 or more severe housing problems (At-Risk of Homelessness)		6645	
30% - 50% AMI Renter HH w/1 or more severe housing problems (Other Populations)		Unknown	
Current Gaps			6645

Source(s): HHSI Owned Units; QC Housing Council's Silos to Solutions report

Comprehensive Housing Affordability Strategy ("CHAS") data

Summary Level: City | Created on: March 28, 2022

Data for: Davenport city, Iowa | Year Selected: 2014-2018 ACS

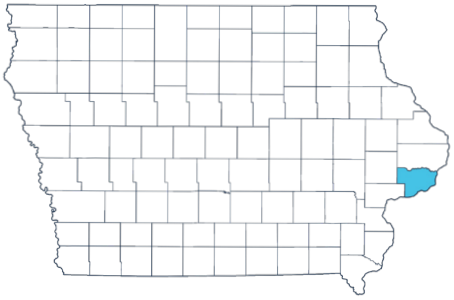
Income Distribution Overview	Owner	Renter	Total	
Household Income less-than or= 30% HAMFI	1,730	3,610	5,340	
Household Income >30% to less-than or= 50% HAMFI	2,170	2,895	5,065	
Household Income >50% to less-than or= 80% HAMFI	4,060	3,595	7,655	
Household Income >80% to less-than or=100% HAMFI	3,005	1,430	4,435	
Household Income >100% HAMFI	14,115	3,665	17,780	
Total	25,075	15,200	40,275	
Housing Problems Overview 1	Owner	Renter	Total	
Household has at least 1 of 4 Housing Problems	5,125	6,925	12,050	
Household has none of 4 Housing Problems	19,950	8,275	28,225	
Cost burden not available, no other problems				
Total	25,075	15,200	40,275	
Severe Housing Problems Overview 2	Owner	Renter	Total	
Household has at least 1 of 4 Severe Housing Problems	2,335	3,925	6,260	
Household has none of 4 Severe Housing Problems	22,735	11,275	34,010	
Cost burden not available, no other problems				
Total	25,075	15,200	40,275	
Housing Cost Burden Overview 3	Owner	Renter	Total	
Cost Burden less-than or= 30%	20,020	8,005	28,025	
Cost Burden >30% to less-than or= 50%	2,830	3,130	5,960	
Cost Burden >50%	2,010	3,445	5,455	
Cost Burden not available	220	610	830	
Total	25,075	15,200	40,275	
Income by Housing Problems (Owners and Renters)	Household has at least 1 of 4	Household has none of	Cost Burden not available,	Total
	Housing Problems	4 Housing Problems	no other housing problem	
Household Income less-than or= 30% HAMFI	4,100	1,245		5,340

Household Income >30% to less-than or= 50% HAMFI	3,725	1,335		5,065
Household Income >50% to less-than or= 80% HAMFI	2,745	4,905		7,655
Household Income >80% to less-than or= 100% HAMFI	660	3,775		4,435
Household Income >100% HAMFI	815	16,965		
Total	12,050	28,225		40,275
Income by Housing Problems (Renters only)	Household has at least 1 of 4	Household has none of	Cost Burden not available,	Total
	Housing Problems	4 Housing Problems	no other housing problem	
Household Income less-than or= 30% HAMFI	2,775	840		3,610
Household Income >30% to less-than or= 50% HAMFI	2,395	500		2,895
Household Income >50% to less-than or= 80% HAMFI	1,325	2,270		3,595
Household Income >80% to less-than or= 100% HAMFI	145	1,285		1,430
Household Income >100% HAMFI	285	3,380		3,665
Total	6,925	8,275		15,200
Income by Housing Problems (Owners only)	Household has at least 1 of 4	Household has none of	Cost Burden not available,	Total
	Housing Problems	4 Housing Problems	no other housing problem	
Household Income less-than or= 30% HAMFI	1,325	405		1,730
Household Income >30% to less-than or= 50% HAMFI	1,330	835		2,170
Household Income >50% to less-than or= 80% HAMFI	1,420	2,635		4,060
Household Income >80% to less-than or= 100% HAMFI	515	2,490		3,005
Household Income >100% HAMFI	530	13,585		14,115
Total	5,125	19,950		25,075
Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	4,055	3,475	5,340	
Household Income >30% to less-than or= 50% HAMFI	3,650	1,240	5,065	
Household Income >50% to less-than or= 80% HAMFI	2,545	535	7,655	

Household Income >80% to less-than or= 100% HAMFI	640	105	4,435	
Household Income >100% HAMFI	530	95	17,780	
Total	11,420	5,455	40,275	
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	2,750	2,395	3,610	
Household Income >30% to less-than or= 50% HAMFI	2,345	765	2,895	
Household Income >50% to less-than or= 80% HAMFI	1,175	235	3,595	
Household Income >80% to less-than or= 100% HAMFI	150	35	1,430	
Household Income >100% HAMFI	155	15	3,665	
Total	6,575	3,445	15,200	
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	1,300	1,080	1,730	
Household Income >30% to less-than or= 50% HAMFI	1,305	475	2,170	
Household Income >50% to less-than or= 80% HAMFI	1,365	300	4,060	
Household Income >80% to less-than or= 100% HAMFI	495	75	3,005	
Household Income >100% HAMFI	375	80	14,115	
Total	4,840	2,010	25,075	

1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.
2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

Scott County



In Scott County, there were 5951 people who experienced homelessness between 2019 and 2021, composed of 3284 households. 1824 people were homeless in 2019, 2820 were homeless in 2020, and 3767 were homeless in 2021.

Scott County has 67025 total housing units. Approximately 162 units were held intentionally vacant, and another 162 units were empty because the owner lives somewhere else, and they didn't want to sell the housing unit. 3284 sustainably affordable housing units would have prevented that homelessness.

In Scott there are a total of 84266 people employed with an average income of $969.00 per week. Scott county has a 5.4% unemployment rate. But 15.3% of the households have incomes under half of the area median income and pay more than 30% of that income in housing costs. For 9.6% , their income is under 50% of area median income and more than 50 % of that income is paid in housing costs. This is the population most at risk of becoming homeless.

Of those 5951 people who were homeless, 1165 had histories of domestic violence or were active fleeing domestic violence. 2207 people had diagnosed disabilities. 392 were U.S. military veterans. 2184 were earning income and 2314 were receiving some non-cash benefits. Of those 5951 people who experienced homelessness, 377 were chronically homeless, meaning they have experienced homelessness for at least a year — or repeatedly — while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability. Ultimately 3374 of those 3284 households were exited to permanent destinations where there is an expectation that they will remain safely housed, typically including their name on a lease.

SERVICE PROVIDED

Homeless Prevention	1408
Coordinated Entry	3435
Emergency Shelter	2305
Rapid Re-Housing	660
Permanent Supportive Housing	243
Transitional housing	168
Housing Only	20
Safe Haven	58
Street Outreach	216
Other	
Services Only Program	

RACE

	Population Experiencing Homelessness	Scott County
Hispanic	458	9197
White	2770	136884
Black, African American, or African	2960	11413
American Indian, Alaska Native, or Indigenous	91	369
Asian or Asian American	32	3295
Native Hawaiian or Pacific Islander	10	53
Some Other Race alone	78	167
Multi-Racial	0	3846

COUNTY WHERE SERVICE WAS PROVIDED

Black Hawk	15
Boone	
Cerro Gordo	6
Clinton	141
Dakota	
Des Moines	9
Dubuque	8
Hamilton	
Johnson	90
Linn	105
Marshall	
Muscatine	54
Polk	58
Pottawattamie	
Scott	3872
Story	6
Webster	
Winnebago	1
Woodbury	19

HOUSING COSTS

percent of income spent on housing

	Scott County	Statewide Average of Counties
Less than 20.0 percent	46%	49%
20.0 to 24.9 percent	15%	14%
25.0 to 29.9 percent	9%	9%
30.0 to 34.9 percent	7%	6%
35.0 percent or more	24%	20%

TRANSPORTATION

	Scott County	Statewide Average of Counties
Drove alone	87%	81%
Carpooled	6%	9%
Public transportation	0.7%	0.4%
Walked	1%	3%
Other	0.8%	1%
Worked from home	4%	5%

National Low Income Housing Coalition

Out of Reach (/oor)

Iowa

Out of Reach (/oor) About Out of Reach (/oor/about) View State Data (/oor/state/al)

#45 Iowa (/oor)

SELECT STATE: Select a state...

State Facts

MINIMUM WAGE	$7.25
2-BEDROOM HOUSING WAGE	$16.55
NUMBER OF RENTER HOUSEHOLDS	366,974
NUMBER OF RENTER HOUSEHOLDS BELOW 30% AMI	98,194
PERCENT OF RENTER HOUSEHOLDS BELOW 30% AMI	27%
NUMBER OF RENTER HOUSEHOLDS BELOW 50% AMI	166,185
PERCENT OF RENTER HOUSEHOLDS BELOW 50% AMI	45%

Affordable Rent for Low Income Households

Minimum Wage Worker $377/mo

Household at 30% of Area Median Income $660/mo

Household at 50% of Area Median Income $1,101/mo

Fair Market Rent

1-Bedroom Fair Market Rent $684/mo

2-Bedroom Fair Market Rent $860/mo

Working at minimum wage

$7.25/hr

Each week you have to work

73 HOURS

To afford a modest 1 bedroom rental home at Fair Market Rent

CONNECT TO NETWORK

Iowa

(/housing-needs-by-state/iowa)

Ja%20modest%20home%20at%20https%3A%2F%2Fnlihc.org%2Foor) (https://www.facebook.com/sharer/sharer.php?u=https%3A%2F%2Fnlihc.org%2Foor) (https://twitter.com/intent/tweet text=%23OOR22%20shows%20h

SELECT 2 JURISDICTIONS × Iowa × Scott County

Compare Jurisdictions TO COMPARE: × Iowa × Scott County

	Iowa	Scott County
Number of Households		
TOTAL	1,273,941	67,437
RENTER	366,974	20,148
PERCENT RENTERS	29%	30%
Housing Wage		
ZERO-BEDROOM	$11.69	$10.29
ONE-BEDROOM	$13.15	$12.50
TWO-BEDROOM	$16.55	$15.48
THREE-BEDROOM	$22.27	$20.58
FOUR-BEDROOM	$25.14	$23.25
Fair Market Rent		
ZERO-BEDROOM	$608	$535
ONE-BEDROOM	$684	$650
TWO-BEDROOM	$860	$805
THREE-BEDROOM	$1,158	$1,070
FOUR-BEDROOM	$1,307	$1,209
Annual Income Needed to Afford		
ZERO-BEDROOM	$24,319	$21,400
ONE-BEDROOM	$27,353	$26,000
TWO-BEDROOM	$34,415	$32,200
THREE-BEDROOM	$46,317	$42,800
FOUR-BEDROOM	$52,283	$48,360
Minimum Wage		
MINIMUM WAGE	$7.25	$7.25
RENT AFFORDABLE FOR A FULL-TIME WORKER AT MINIMUM WAGE	$377	$377
Work Hours/Week at Minimum Wage		
ZERO-BEDROOM	65	57
ONE-BEDROOM	73	69
TWO-BEDROOM	91	85
THREE-BEDROOM	123	114
FOUR-BEDROOM	139	128
Supplemental Security Income (SSI) Payment		
SSI MONTHLY PAYMENT	$841	$841
RENT AFFORDABLE TO SSI RECIPIENT	$252	$252
Income Levels		
30% OF AREA MEDIAN INCOME (AMI)	$26,415	$26,160
50% OF AREA MEDIAN INCOME (AMI)	$44,024	$43,600
MEDIAN RENTER HOUSEHOLD INCOME	$39,516	$37,538
Rent Affordable at Different Income Levels		

	Iowa	Scott County
30% OF AREA MEDIAN INCOME (AMI)	$660	$654
50% OF AREA MEDIAN INCOME (AMI)	$1,101	$1,090
MEDIAN RENTER HOUSEHOLD INCOME	$988	$938

Median Wages for Largest Occupations

Occupation	Total Employment	Median Hourly Wage
WAITERS AND WAITRESSES	15,610	$10.74
FAST FOOD AND COUNTER WORKERS	33,010	$11.82
CASHIERS	44,250	$11.93
ONE-BEDROOM HOUSING WAGE		$13.15
RETAIL SALESPERSONS	37,530	$14.27
TEACHING ASSISTANTS, EXCEPT POSTSECONDARY	22,390	$14.52
HOME HEALTH AND PERSONAL CARE AIDES	23,550	$14.70
COOKS, RESTAURANT	10,740	$15.00
JANITORS AND CLEANERS, EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	24,340	$15.25
NURSING ASSISTANTS	22,070	$15.26
STOCKERS AND ORDER FILLERS	21,970	$15.54
TWO-BEDROOM HOUSING WAGE		$16.55
FIRST-LINE SUPERVISORS OF FOOD PREPARATION AND SERVING WORKERS	10,670	$18.41
OFFICE CLERKS, GENERAL	26,800	$18.77
LABORERS AND FREIGHT, STOCK, AND MATERIAL MOVERS, HAND	28,740	$18.92
CUSTOMER SERVICE REPRESENTATIVES	29,090	$19.05
MISCELLANEOUS ASSEMBLERS AND FABRICATORS	16,180	$19.10
FIRST-LINE SUPERVISORS OF RETAIL SALES WORKERS	11,360	$19.13
SECRETARIES AND ADMINISTRATIVE ASSISTANTS, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	14,130	$19.17
CONSTRUCTION LABORERS	12,500	$19.55
ALL OCCUPATIONS	1,484,970	$19.88
BOOKKEEPING, ACCOUNTING, AND AUDITING CLERKS	18,620	$20.26
MAINTENANCE AND REPAIR WORKERS, GENERAL	14,350	$23.30
HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS	37,170	$24.51
ELEMENTARY SCHOOL TEACHERS, EXCEPT SPECIAL EDUCATION	15,730	$30.23
SECONDARY SCHOOL TEACHERS, EXCEPT SPECIAL AND CAREER/TECHNICAL EDUCATION	11,080	$30.43
FIRST-LINE SUPERVISORS OF OFFICE AND ADMINISTRATIVE SUPPORT WORKERS	9,900	$30.45
FIRST-LINE SUPERVISORS OF PRODUCTION AND OPERATING WORKERS	10,250	$30.98
SALES REPRESENTATIVES, WHOLESALE AND MANUFACTURING, EXCEPT TECHNICAL AND SCIENTIFIC PRODUCTS	15,000	$31.08
REGISTERED NURSES	32,650	$31.43
ACCOUNTANTS AND AUDITORS	10,970	$31.92
GENERAL AND OPERATIONS MANAGERS	32,670	$39.14
SOFTWARE DEVELOPERS	10,640	$50.62

Interested in learning more about how these numbers are calculated? Download a guide on how to use the numbers and where the numbers come from. Or Contact Us (mailto:research@nlihc.org) **for more information.**

City of Davenport

Department: Public Safety
Contact Info: Brian Krup | 563-326-6163

Action / Date
9/14/2022

Subject:
Motion approving noise variances requests for outdoor events on the listed dates and times.

Davenport Community Schools; Central High Homecoming Parade; see attached parade route; Thursday, September 15, 2022 5:00 p.m. - 7:00 p.m.; Outdoor music/band, over 50 dBA. [Wards 5 & 6]

Jimmie O's Saloon; Jimmie O's Saloon Streetfest; 2735 Telegraph Road; Saturday, September 17, 2022 12:00 p.m. - 10:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 1]

Hawkeye Sports Bar & Grill; Tyler Richton & the High Bank Boys; 4646 Cheyenne Avenue; Sunday, September 18, 2022 11:00 a.m. - 6:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 2]

River Music Experience; Community Jam Session at the Farmers' Market; Freight House | 421 West River Drive; Sunday, September 18, 2022 12:00 p.m. - 4:00 p.m.; Outdoor music/bands, over 50 dBA. [Ward 3]

Uncle Norm's Fireworks; Our Lady of Victory 60th Anniversary Celebration; 4105 North Division Street; Sunday, September 18, 2022 7:30 p.m. for approximately 15-20 minutes; Fireworks, over 50 dBA. [Ward 7]

Davenport Community Schools; North High Homecoming Parade; see attached parade route; Thursday, September 22, 2022 5:00 p.m. - 7:00 p.m.; Outdoor music/band, over 50 dBA. [Wards 7 & 8]

City of Davenport; Halloween Parade; Downtown (see attached map); Sunday, October 30, 2022 12:00 p.m. - conclusion of the parade; Outdoor music/performances, over 50 dBA. [Ward 3]

Recommendation:
Pass the Motion.

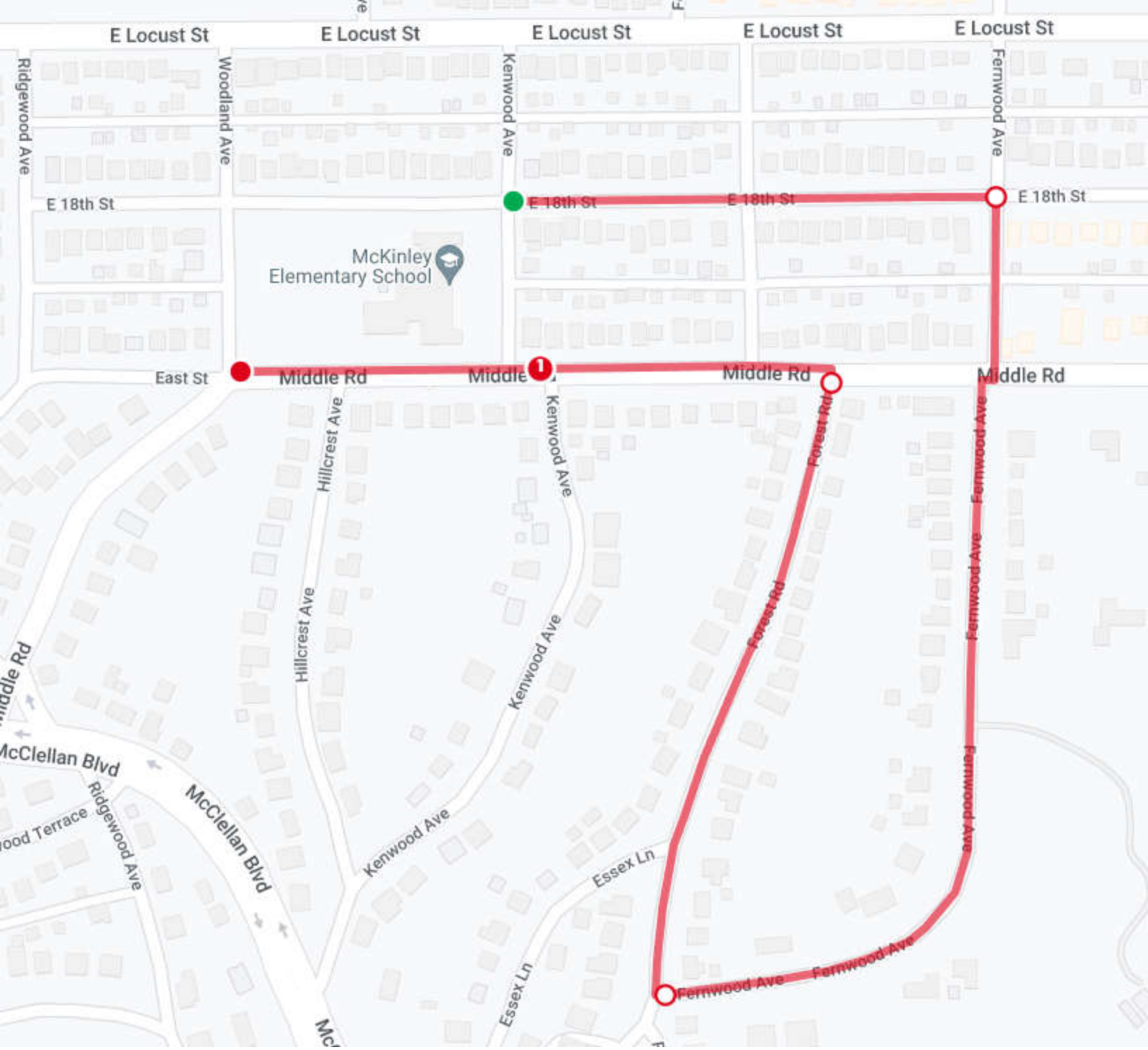
Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Central High School Homecoming Parade Route
🗋	Backup Material	Hawkeye Tap Letter to Neighbors
🗋	Backup Material	Our Lady of Victory Fireworks Permit Application
🗋	Backup Material	Our Lady of Victory Fireworks Letter to Residents
🗋	Backup Material	North High School Homecoming Parade Route
🗋	Backup Material	Halloween Parade Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/2/2022 - 10:17 AM


E Locust St
E Locust St
E Locust St
E Locust St
E Locust St
Ridgewood Ave
Woodland Ave
Kenwood Ave
Fernwood Ave
E 18th St
E 18th St
E 18th St
E 18th St
McKinley
Elementary School
East St
Middle Rd
Middle
Middle Rd
Middle Rd
Hillcrest Ave
Kenwood Ave
Forest Rd
Fernwood Ave
Hillcrest Ave
Kenwood Ave
Forest Rd
Fernwood Ave
McClellan Blvd
McClellan Blvd
Ridgewood Ave
Kenwood Ave
Essex Ln
Essex Ln
Fernwood Ave
Fernwood Ave


E Locust St
Marlo Ave
E 18t
Middle Rd
Cres

Hawkeye Sports Bar 4646 Cheyenne Ave Davenport, Ia 52806

Robby's 50th Birthday Birthday Bash

September 18, 2022

Come join us in a day of fun, laughter, and the great music from Tyler Richton & the High Bank Boys band!

A $10.00 entry fee will be charged as the party will be a closed event!

Music will begin at around noon with Tylor Richton & the High Bank Boys band playing from 2-5 pm outside!

Bring and lawn chair if wanted as the volleyball court area will be used for additional seating!

If you have any objection to this noise variance, please submit it in writing to Brian Krup, Deputy City Clerk, at Brian.Krup@davenportiowa.com.

Respectfully

Robby

Robby Ortiz

Bureau of Fire Prevention

DAVENPORT, IA

Permit No. 362

Event Dates: Sept 18, 20 22 Expires: Sept 18, 20 22

THIS PERMIT is the written authority of the Bureau of Fire Prevention, issued pursuant to Fire Prevention Ordinance

TO: Uncle Norms

On premises at: 4105 N. Division

	FEE		
To Display fireworks			
TOTAL FEE PAID	7	5	—

This permit MUST at all times be kept on the premises designated therein, and shall at all times be displayed in a conspicuous place.

Date: 8-17-22

R J Burdette 537

FIRE MARSHAL - Bureau of Fire Prevention

Davenport Fire Department Permit Application for Display of Indoor/OutdoorFireworks and Pyrotechnic Special Effects

Date and Time of Display 09/18-2022/7:30 **Rain Date** 09/25/2022

Site Information

Name Our Lady of Victory Catholic Church

Property Owner's Name Our Lady of Victory Catholic Church

Address 4105 N Division St

City, State, Zip Davenport, IA 52806

Contact Number 563-391-4245

Site Plan Designed by John Norris

Pyrotechnic Company

Name Uncle Norm's Fireworks Inc

Address 1107 W 51st St Davenport, IA 52806

Contact Person John P Norris / Kyle P Norris

Contact Number

Number of Personnel on Site 2 - 4

Lead Operator Kyle P Norris

Lead Operator's Contact Number

Support Personnel Kyle Jubel

Support Personnel

Support Personnel

* City Special Event Submitted on 08-12-22, on line

Davenport Fire Department Permit Application for Display of Indoor/OutdoorFireworks and Pyrotechnic Special Effects

Insurance Requirements

1. An original certificate of insurance with the original penned signature of the agent writing the certificate is required. (Stamped signatures are not accepted)
2. The City of Davenport, Iowa and its employees are named as additional insured, shall be specifically indicated on the certificate.
3. The name and date of the event shall be indicated on the certificate
4. The minimum liability limit required by the City is $1,000,000.
5. All address on the certificate shall list street addresses. P.O. Box addresses are not accepted.

The under signed hereby agrees to comply with all Local, State, and Federal Laws.

John P Norris

Name (Printed)

Jack P Norris

Name (Signature)

[illegible]

Property Owner (Printed)

Dale "Rick" Willows

Property Owner (Signature)

Date of Application 7-21-22

Hold Harmless Agreement

For 1.4 grm. Display Fireworks

I, John P Norris, state that I am the authorized agent for Uncle Norm's Fireworks Inc, which is duly authorized under the state of Iowa as an (organization, corporation or agency), and am authorized to bind it to this Hold Harmless Agreement.

The (organization, corporation or agency), having been issued a permit and license to explode and display 1.4 consumer fireworks by the county or city of, Davenport, IA do hereby agree to hold the county or city harmless from any and all liability resulting from the use of said fireworks displays within the permitted area.

The (organization, corporation or agency) further agrees to indemnify and hold harmless the county or city of Davenport IA its agents and employees from and against all claims, damages, losses and expenses including attorney fees from (explosion, construction or dismantling) arising out of the use of 1.4 grm. display fireworks of said fireworks, as a result of the issuance of said fireworks permit.

The (organization, corporation or agency) further states that it has insurance coverage (see-attached certificate) of liability insurance for the above stated activity in the amount of $1,000,000.00, naming said county or city, Davenport IA, as additional insured.

Dated this 18 Day 07 Month 2022 Year

Agent's Signature John P Norris

Our Lady of Victory Church
4105 N. Division St.
Davenport, IA 52806-4741
Phone: (563) 391-4245 • Fax: (563) 445-1003
www.olvjfk.com

City of Davenport

To whom it may concern,

Our Lady of Victory Parish has contracted and is authorizing Uncle Norm's Fireworks to perform a fireworks display for the church's 60th Anniversary on Sunday, September 18th starting at approximately 7:30PM on the church (4105 N. Division St., Davenport) property. The display will last approximately 1 hour.

If you have any questions, please feel free to contact me.

Sincerely,

Fr. Jacob Greiner
Pastor

Ryder Rosacker McCue & Huston
509 W Koenig St / PO Box 1228
Grand Island, NE 68802

CERTIFICATE OF INSURANCE REQUEST - Display(s)

INSURED: Our Lady of Victory Catholic Church

Sponsor Name & Address 4105 N Division ST
Davenport, IA 52806
563-391-4245

Additional Insureds:
1 Sponsor: Smoking Butt BBQ
2 Sponsor:
3 Property Owner: Our Lady of Victory Catholic Church
4 Protection: City of Davenport, IA
Davenport Fire Dept.

Location of Display/Effect: 4105 N Division ST
Davenport, IA 52806

Date of Display: 09/18/22 **Rain Date:** 09/25/22 7:30 AM/PM:

Type of Discharge: Aerial X 1.4g **Repeat Display** None **Special Effect** None

Mark As: # **Date of Request:** 07-15-22 **Repeat Date:** None

Original Certificate will be forwaded to policyholder via: Email - JIKln@aol.com

Email
Insured ~~Fax Number~~: JIKln@aol.com

Comments: RLL Fire Works 1.4g

DISPLAY WILL BE SHOT BY A LICENSED PYROTECHNICIAN IF THE STATE REQUIRES LICENSING.

Mfst-2

COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 10/04/2021

AGENCY	CARRIER	NAIC CODE:	UNDERWRITER	UNDERWRITER OFF.
Ryder-Rosacker-McCue & Huston 509 W. Koenig St. PO Box 1228 Grand Island NE 68802				
PHONE (A/C, No, Ext): (308) 382-2330 FAX (A/C, No): (308) 382-7109 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID: 5207	POLICIES OR PROGRAM REQUESTED			POLICY NUMBER

INDICATE SECTIONS ATTACHED					
X	PROPERTY		EQUIPMENT FLOATER		GARAGE AND DEALERS
	GLASS AND SIGN		INSTALLATION/BUILDERS RISK		VEHICLE SCHEDULE
	ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		ELECTRONIC DATA PROC		BOILER & MACHINERY
	CRIME/MISCELLANEOUS CRIME	X	COMMERCIAL GENERAL LIABILITY		WORKERS COMPENSATION
	TRANSPORTATION/ MOTOR TRUCK CARGO		BUSINESS AUTO		UMBRELLA
			TRUCKERS/MOTOR CARRIER		

STATUS OF TRANSACTION

X	QUOTE		ISSUE POLICY		RENEW
	BOUND (Give Date and/or Attach Copy):				
	CHANGE	DATE	TIME		AM
	CANCEL				PM

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
01/01/2022	01/01/2023	DIRECT BILL		
		X AGENCY BILL		

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)

Uncle Norm's Fireworks Inc

MAILING ADDRESS INCL ZIP+4 (of First Named Insured)

1107 W 51st St

Davenport IA 52806

FEIN OR SOC SEC # (of First Named Insured): 486-64-4011

PHONE (A/C, No, Ext): (563) 386-1523/ (563)-349-2398

E-MAIL ADDRESS(ES):

WEBSITE ADDRESS(ES):

	INDIVIDUAL	X	CORPORATION		SUBCHAPTER "S" CORPORATION		LLC	
	PARTNERSHIP		JOINT VENTURE		NOT FOR PROFIT ORG		NO. OF MEMBERS AND MANAGERS	

CR BUREAU NAME | ID NUMBER | DATE BUS STARTED

INSPECTION CONTACT: John Norris

PHONE (A/C, No, Ext): 563-386-1523 | E-MAIL ADDRESS: jlkln@aol.com

ACCOUNTING RECORDS CONTACT:

PHONE (A/C, No, Ext): | E-MAIL ADDRESS:

PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
1	1	10800 Hillcrest Rd Village Of Oak Grove IL 61264	INSIDE X OUTSIDE	X OWNER TENANT				
2		2815 W Locust St Davenport IA 52804	INSIDE OUTSIDE	OWNER TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

CLASS C (1.4) FIREWORKS RETAIL BUSINESS ONLY w/ one Product Demos - no Importing

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?		X
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		X
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		X
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?	X	
4. ANY CATASTROPHE EXPOSURE?	X	
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		X
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)		X
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		X

EXPLAIN ALL "YES" RESPONSES	YES	NO
8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		X
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		X
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		X
11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:		X
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)	X	

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)

12. PRODUCTS MANUFACTURED IN CHINA - PURCHASE FROM US DISTRIBUTOR

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

APPLICANT'S SIGNATURE | DATE 12-30-21 | PRODUCER'S SIGNATURE | NATIONAL PRODUCER NUMBER

PLEASE COMPLETE REVERSE SIDE

© ACORD CORPORATION 1993-2005

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2022

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

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

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7100
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Uncle Norm's Fireworks, Inc.
1107 W. 51st St.
Davenport IA 52806

COVERAGES **CERTIFICATE NUMBER:** 1988769630 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPS3994276	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY							$
	[ ] ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB [ ] OCCUR							$
	EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$
	DED [ ] RETENTION $						AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					WC STATU-TORY LIMITS [ ] OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Additional Insured: Our Lady of Victory Catholic Church; Smoking Butt BBQ, City of Davenport, Davenport Fire Dept.
Location: 4105 N Division St., Davenport, IA
Date: 9/18 Rain Date: 9/25

CERTIFICATE HOLDER

Our Lady of Victory Catholic Church
4105 N Division
Davenport IA 52806

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Uncle Norm' Fireworks Inc.

Summary of Fireworks Script

Show / Customer: **Date:**

Our Lady of Victory Catholic Church

ALL Fireworks not To Exceed 1" in dia.

ALL Fireworks 1.4g Consumer

15, 500g 1.4g multi Shot Cakes

10, 350g 1.4g multi Shot Cakes

18. 200g 1.4g multi Shot Cakes

Product subject to change based on availability, of equal or greater value, Uncle Norm's choice

7-18-22

Our Lady of Victory Church
4105 N. Division St.
Davenport, IA 52806-4741
Phone: (563) 391-4245 • Fax: (563) 445-1003
www.olvjfk.com

August 19, 2022

Dear Neighbor,

We wanted to let you know that we will be having an outdoor Mass and Parish picnic at Our Lady of Victory Parish/John F. Kennedy Catholic School to celebrate the Parishes 60th Anniversary. The event date is Sunday, September 18, 2022 starting around 1pm and is planned to be finished at 8:30pm.

Events and times are as follows:
Mass on the JFK School Grounds - 1:00pm-2:00pm
Church Picnic - 2:30pm-8:00pm
Live Music - 3:30pm-7:30pm
Fireworks - at dusk approximately 7:30-8:00pm

Thank you for letting us celebrate being neighbors for 60 years. We have been a positive presence in the neighborhood and hope to continue this for another 60 years.

If you have any questions or concerns, please contact the Parish Office.

Blessings,

Fr. Jacob Greiner
Pastor
Our Lady of Victory Parish

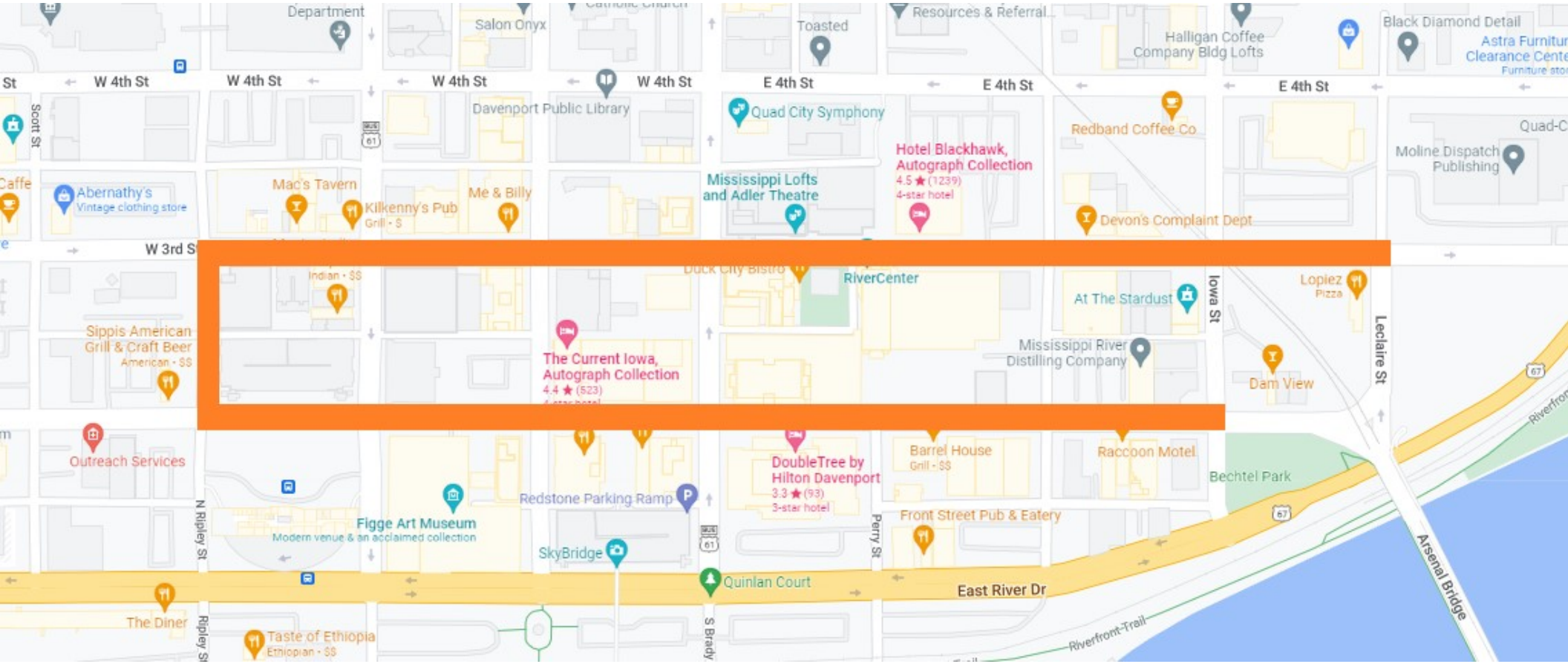
Written objections can be submitted to Brian Krup, Deputy City Clerk for the City of Davenport, at: brian.krup@davenportiowa.com by Tuesday, September 13, 2022.

mail.davenport.k12.ia.us

16. Schmid Stephanie,



2022 Halloween Parade Map



City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Jamie Swanson | 563-326-7795 **9/14/2022**

Subject:
Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprizes, LLC) - 2735 Telegraph Road - Extended Outdoor Area "Jimmie O's Saloon Streetfest" September 17 - License Type: Class C Liquor

Ward 3

Daiquiri Factory (Daq Fac, LLC) – 400 Beiderbecke Drive – Quad Cities Fall Pride Outdoor Event – September 23-24 – License Type: Class C Liquor

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - License Upgrade: Class C Liquor

Thunder Bay Grille/Figge (Thunder Bay Grille, LLC) - 225 West 2nd Street - Outdoor Area - License Type: Class C Liquor

West Side Grocery (EVA S, LLC) - 1802 West 7th Street – New License/Owner - License Type: Class E Liquor

Ward 5

Quad City Arts (Quad City Arts) – 2200 East 11th Street – Riverssance Festival Outdoor Event - September 16-18 – License Type: Class B Beer

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

Ward 1

Lulac Club (LULAC Council #10, Inc) - 4224 Ricker Hill Road - License Type: Class C Liquor

Emeis Golf Course (City of Davenport) - 4500 West Central Park Avenue - Outdoor Area - License Type: Class C Liquor

Rockingham Liquor (Lila, LLC) - 2423 Rockingham Road - License Type: Class E Liquor

Ward 3

Express Lane Gas & Food Mart (Express Lane, Inc) - 1139 Brady Street - License Type: Class C Beer

West Side Grocery (Ram S, LLC) - 1802 West 7th Street - License Type: Class E Liquor

Zeke's Island Café (Lumpy's) - 131 West 2nd Street - License Type: Class C Liquor

The River's Edge (City of Davenport) - 700 West River Drive - License Type: Class B Beer

River Center/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Outdoor Area - License Type: Class C Liquor

Raccoon Motel (Raccoon Motel, LLC) - 315 East 2nd Street - License Type: Class C Liquor

Ward 4

QC Mart (Bethany Enterprises, Inc) - 1556 West Locust Street - License Type: Class C Beer

Hy-Vee #5 (Hy-Vee, Inc) - 2351 West Locust Street - License Type: Class E Liquor

The Putnam (Putnam Museum and Science Center) - 1717 West 12th Street - Outdoor Area - License Type: Class C Liquor

St Ambrose University (Sodexo America, LLC) - 518 West Locust Street - Outdoor Area - License Type: Class C Liquor

Ward 5

Express Lane (Express Lane, Inc) - 1909 Harrison Street - License Type: Class C Beer

Ward 6

Monarch Kitchen & Bar (LCMR, Inc) - 4750 East 53rd Street - Outdoor Area - License Type: Class C Liquor

Big River Bowling (Kimberly Entertainment, LLC) - 2902 East Kimberly Road - License Type: Class C Liquor

Duck Creek Golf Course (City of Davenport) - 3000 East Locust Street - Outdoor Area - License Type: Class C Liquor

Ward 7

Olive Garden Italian Restaurant #1144 (GMRI, Inc) - 330 West Kimberly Road - License Type: Class C Liquor

Azteca Mexican Restaurant (Azteca Mexican Restaurant, Inc) - 4811 North Brady #3 - License Type: Class C Liquor

Lunardi's (TS Lunardi, Inc) - 102 East Kimberly Road Unit East - License Type: Class C Liquor

Ridhi Rose Mart, LLC (Ridhi Rose Mart, LLC) - 3417 Harrison Street - License Type: Class C Beer

Ward 8

Leisure Lanes (Four Bros, LLC) - 2802 West 73rd Street - Outdoor Area - License Type: Class C Liquor

Red Hawk Golf Course (City of Davenport) - 6364 Northwest Blvd - Outdoor Area - License Type: Class B Beer

Recommendation:
Pass the Motion.

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Merritt, Mallory	Approved	9/1/2022 - 1:52 PM
Public Safety Committee	Merritt, Mallory	Approved	9/1/2022 - 1:52 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 1:59 PM

City of Davenport

Department: Public Works - Admin
Contact Info: Brian Schadt | 563-326-7786

Action / Date
9/14/2022

Subject:
Motion awarding an engineering contract for the design of West 83rd Street and Zenith Avenue associated with the Russell-Frye/Armstrong Industrial Park Development to Origin Design Company of Davenport, Iowa in the amount of $63,800. [Ward 2]

Recommendation:
Pass the Motion.

Background:
Russell Construction Company, doing business as RDIP, LLC, is the property owner at 8730 Northwest Boulevard and has designed a 95-acre industrial park, identifying necessary street improvements including construction of Zenith Avenue and West 83rd Street. On January 26, 2022, City Council approved an economic development agreement with RDIP, LLC for roadway improvements. In summary this agreement stated the City would apply for grant funding through the State of Iowa's RISE Program of up to 50% of the allowable costs. If successful, Russell agreed to fund the remaining 50% of costs and 100% of any costs not covered by the RISE grant.

The City's RISE project for the Russell Industrial Park was approved at the July 12, 2022 Iowa DOT Commission Meeting. As the RISE Program is only open to cities and counties, all project work and associated costs must flow through the City. The proposal from Origin Design in the amount of $63,800 is the start of the work on this project.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Design Contract Origin 83rd & Zenith

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	8/31/2022 - 2:14 PM
Public Works Committee	Moses, Trish	Approved	8/31/2022 - 2:14 PM
City Clerk	Admin, Default	Approved	9/1/2022 - 12:08 PM

August 10, 2022

Tom Leabhart, Chief of Design
City of Davenport
1200 E 46th Street
Davenport, IA 52807
Tom.Leabhart@davenportiowa.com

RE: **Proposal for Professional Services- Civil Site Design**
83rd Street and Zenith Avenue Design & Construction Documents
Project No.: 22041

Dear Tom:

Thank you for the opportunity to submit this Proposal for Professional Services. We are grateful for the opportunity to contribute to this effort and look forward to partnering with you.

Project Description
Origin Design has been working with Russell Construction on the development of an Industrial Park in Northwest Davenport. The 95-acre site is located south of Northwest Boulevard, between Fairmount Street and Wisconsin Avenue. This project includes the design of the south half of Zenith Avenue within the Industrial Park, and 83rd Street from Fairmount Street to the west property line. These roadways will be dedicated to the City and will be designed per SUDAS and the City of Davenport's design standards.

These two roadway sections have been approved for RISE Grant funding. The construction plans will be prepared and advertised for bidding through the City's bid process. To obtain the required ROW for the 83rd Street extension, ROW dedication will be needed from three adjacent landowners.

We will prepare construction plans for the roadway extensions, including water, sanitary and storm utilities. Construction plans will include horizontal and vertical layout of the roadways, grading, utilities, erosion control, details, and cross-sections. Bid Quantities and an engineer's estimate of probable cost will be included.

The improvements will consist of full depth PCC roadway construction, curb cuts for driveway entrances, grading for sidewalks and ADA ramps at proposed intersections. Origin Design will design utility extensions along the roadway corridors and prepare exhibits for ROW dedication.

Scope of Services
The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. **Construction Documents**
   1. Topographic Survey
      i. Collect topographic survey to establish existing surface conditions along proposed 83rd Street. (Approx. 2300 LF)

ii. Collect topographic survey information along 2 easements along east and west side of 8228 N. Fairmount for proposed swale grading and/or storm sewer construction.
iii. Survey utilities marked in the field.
iv. Develop topographic drawing for use in the design of the project.

2. Preliminary Design Plans
   i. Origin Design will prepare roadway improvement designs with enough detail to allow preliminary plan submittal.
   ii. Submit preliminary plans to City through City E-Plan system for review and comment.
   iii. Refine preliminary design based on City comments regarding design completed to date and any construction cost estimate concerns.
3. Final Plans and Specifications
   i. After the City indicates that their comments regarding the preliminary design have been addressed, finalize the construction plans and associated contract documents.
   ii. Final plan submittal is anticipated to include:
      1. Title Sheet and Abbreviations.
      2. Proposed typical sections.
      3. Non-standard details.
      4. Quantities and reference notes.
      5. General notes and standard detail drawing.
      6. Stormwater Pollution Prevention Plan.
      7. Roadway Plan and profiles sheets.
      8. Utility Plan and Profile sheets.
      9. Geometric Layouts.
      10. Cross sections.
   iii. Prepare special provisions (as required by City preferences).
   iv. Incorporate plan comments from reviews.
   v. Prepare final engineer's estimate of probable cost.

B. Property Acquisition Assistance

1. The scope includes one meeting with each of the three property owners and preparing ROW dedication exhibits for both properties.

Client's Responsibilities

1. Designate a person to act as Client's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Client's policies and decisions with respect to Engineer's services for the project.
2. Provide all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, performance requirements, and any budgetary limitations, and furnish copies of all design and construction standards which the Client will require to be included.
3. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

4. Furnish to Engineer, as required for performance of Engineer's Scope of Services (except to the extent provided otherwise under Scope of Services), all of which the Engineer may use and rely upon in performing services under this agreement, the following:
   a. Data prepared by or services of others including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment, as may be available;
   b. Appropriate professional interpretations of all of the foregoing;
   c. Environmental assessment and impact statements as may be available;
   d. Property, boundary, easement, right-of-way, topographic, and utility surveys;
   e. Property descriptions;
   f. Zoning, deed, and other land use restrictions;
   g. Other special data or consultations not covered in the scope of services;
5. Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the engineer to perform his services under this agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
7. Furnish approvals and permits as may be required from the Client.
8. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the project, such legal services as Client may require or Engineer may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
9. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any Contractor.

Additional/Optional Professional Services

Often there are additional services outside of the requested items listed in our base proposal that can be helpful to our clients, depending on their needs and resources. At the client's request, Origin Design can perform any or all of the following items under a separate Proposal or as part of a revised base proposal, should Client request the addition of any of these items.

1. Landscape, other than seeding and sodding.
2. Irrigation system design.
3. SWPPP inspections.
4. Construction Staking.
5. Construction Administration, which includes preparation of bidding documents, solicitation of bids from contractors, preparation and administration of contracts, RFI and shop drawing review, preparation of partial or final pay requests, and certification of substantial completion of the project.
6. Construction Observation and Material Testing. This would include, but not be limited to, moisture and density control for grading, observation of utility installation, concrete testing for pavements, curb and gutters, and buildings.
7. Design of any retaining walls.
8. Design of and specifications for any required sewage handling pumps.

Compensation
Origin Design proposes to complete the Scope of Professional Services as follows:

A. **Civil Construction Documents**
   1. Topographic Survey: for a Lump Sum Fee of $6,600.00 (Six thousand six hundred dollars and zero cents).
   2. Preliminary Design Plans: for a Lump Sum Fee of $28,000.00 (Twenty-eight thousand dollars and zero cents).
   3. Final Plans and Specifications: for a Lump Sum Fee of $22,000.00 (Twenty-two thousand dollars and zero cents).

B. **ROW Acquisition Assistance**
   1. ROW Acquisition/Dedication Plats: for a Lump Sum Fee of $7,200.00 (Seven thousand two hundred dollars and zero cents).

Project Schedule
A. Zenith Avenue and 83rd Street Construction Plans

1.	Topographic Survey	3 weeks from authorization to proceed
2.	Preliminary Plans	6 weeks from authorization to proceed
3.	Final Plans and Specifications	4 weeks following Preliminary Plan approval

Deliverables
The following items will be delivered to the City as the result of this Project:
1. Preliminary plans showing general project improvements and extent.
2. Final plans and Specifications/Bid Documents.
3. Engineer's Estimate of Probable Cost.
4. ROW Acquisition Plats.

General Terms and Conditions
The attached General Terms and Conditions are a part of this Proposal. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. I will be reaching out to you in the next few days to address any questions or concerns. If you'd like to speak to me in the meantime, please feel free to contact me at on my direct line **303-641-2552** or via email at **kristin.crawford@origindesign.com.** Again, thank you for this opportunity to be of service.

Sincerely,
Origin Design Co.

Kristin Crawford. PE, LEED AP
Civil Engineer

Craig Geiser, PLS
Vice President & Survey Team Leader

I hereby accept this Proposal and General Terms and Conditions and authorize this work.

FOR: City of Davenport

Authorized Signature *Date*

Typed or Printed Name

QUAD CITIES OFFICE
5405 Utica Ridge Road, #200
Davenport, IA 52807

origindesign.com
800 556-4491

origin design®

General Terms and Conditions

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to

mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the

partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

City of Davenport

Department: Public Works - Admin
Contact Info: Tom Leabhart | 563-327-5155

Action / Date
9/14/2022

Subject:
Motion awarding an engineering contract for the design of the West 36th Street (Pacific Street to Division Street) Reconstruction project to HDR Engineering, Inc of Davenport, Iowa in the amount of $53,425, CIP #35062. [Ward 2]

Recommendation:
Pass the Motion.

Background:
The reconstruction of West 36th Street from Pacific Street to Division Street has been budgeted in FY 2023 CIP #35062. HDR Engineering, Inc of Davenport, Iowa has been selected for the design of this project.

Design will take place over the winter with bids and construction scheduled for 2023.

ATTACHMENTS:

	Type	Description
🗋	Exhibit	HDR Agreement_Davenport_35stRecon

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	9/1/2022 - 11:17 AM

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this _____ day of _____, 20___, between CITY OF DAVENPORT, IOWA ("OWNER") a municipal corporation, with principal offices at 226 W 4th Street, Davenport, IA 52801, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as 36th Street Reconstruction ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of three 00/100 (3.00) for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, for a total project cost not-to-exceed fifty-three thousand four-hundred twenty-five and 00/100 Dollars (**$53,425.00**).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

- None -

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

CITY OF DAVENPORT, IOWA
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 226 W 4th Street,
Davenport, IA 52801

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 S. 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

PROJECT NAME: ***36th Street Reconstruction***

HDR Lead Office Location: 4620 E. 53rd Street, Suite 200, Davenport, IA 52807
(563)293-7684

PROJECT DESCRIPTION

The Owner has requested various on-call professional engineering services to be performed by the Consultant. Including general design and supporting services.

Project Location and Limits: W. 36th Street, from Pacific Street to Division Street; see Figure 1.

The project anticipates including the entire Pacific Street intersection but will terminate on the west side of Division Street. Project improvements will generally include, topographic and public utility surveys, replacement of existing PCC pavements on new drainable base with new full-depth HMA or PCC pavement, ADA-compliant curb ramp improvements, and limited storm intake structure repairs.



Figure 1: Project Area

SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

The Consultant proposes to perform the following Scope of Services and general Tasks:

- Task 1 – Project Administration
- Task 2 – Survey and Mapping
- Task 3 – Plan Design Development
- Task 4 – Utility Coordination
- Task 5 – Permits
- Task 6 – Bid Phase

TASK 1 PROJECT ADMINISTRATION

1.1. MONITORING PROJECT SCHEDULE

The Consultant shall prepare and submit monthly email updates (1-page), outlining the following: activities during the reporting period, activities planned for the following month, problems

encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the City with a desired response date noted to avoid delay of the Consultant's services.

1.2. MONITORING PROJECT SCOPE

This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The Consultant shall inform the City of any services required which may not be included in the scope of the design services contract approved by the City for this Project. It will be the responsibility of the Consultant to make the City aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the City are eligible for compensation.

1.3. PROJECT REVIEW MEETINGS

The Consultant shall meet with the City or its designated representative to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The consultant shall keep documentation of all communications. Meetings may include but are not limited to project kickoff, preliminary design, final design and regular monthly meetings deemed necessary by the City to complete the contract documents for bidding.

1.4. INVOICE PROCESSING AND REVIEW

The Consultant shall create, process, and review invoices to make sure they meet City standards, and all necessary information is included. Coordinate with City staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

1.5. QUALITY CONTROL PLAN

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

TASK 2 SURVEY AND MAPPING

2.1. DESIGN SURVEYS

The consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The City shall provide all available mapping, including utilities, video records of public utilities within the Project area. The specific survey tasks to be performed include the following:

2.1.1. Control Surveys

The consultant will establish horizontal and vertical control for the Project area in accordance with SUDAS and Davenport Supplemental Specifications to SUDAS Design Manual – Chapter 1 – Design Survey Standards. Each permanent control point or benchmark shall have horizontal coordinates or elevation and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state plane coordinates and vertical control per USGS datum. The consultant shall provide sufficient control for construction. If it is determined by the City that control is insufficient, the consultant shall add control points.

2.1.2. Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

1) Full width of the Public right-of-way
2) Private properties as determined by the Consultant
3) Driveway elevations where removal may be necessary or there may be elevation concerns
4) Gutter and/or roadway profiles as necessary for drainage concerns
5) Sidewalk Joints, Sidewalk ramps and landings within the public right-of-way
6) Fences, signs, buildings, retaining walls, etc.
7) Vegetation 4” diameter and larger, with descriptions noting tree diameter.
8) Utility appurtenances likely to be impacted by the project
9) Sanitary and storm sewer above ground structures and invert elevations within the project limits and the immediate structure upstream and downstream of the project boundary.
10) Water structures including all visible valves, hydrants, water services valves, and other structures. The immediate structure outside the project limits.

The Consultant shall be responsible for any additional field visits required to capture the above information within the limits identified at no additional cost.

2.1.3. Utility Surveys

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. This work will be considered survey quality level “B”, per CI/ASCE 38-02. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves, and manholes).

TASK 3 PLAN DESIGN DEVELOPMENT

The Consultant will prepare detailed design plans for the construction of the proposed improvements.

The proposed improvements shall be designed in accordance with the Statewide Urban Design and Specifications (SUDAS) and the Davenport Supplemental Specifications. The Plans shall be prepared per the SUDAS Design Manual (i.e., plan sheet and pay item numbering).

The Consultant will provide technical review of project deliverables as established in Task 1.5.

3.1. PRELIMINARY PLANS

The Consultant shall develop Preliminary Design Plans for project review by the owner. The Preliminary plans shall provide information of limits of construction, profile grade line, and geometrics of the project. Also, as a part of the preliminary plans, the storm sewer shall be evaluated for items of replacement and repair, based on the City provided storm sewer information. Initial limits of ADA reconstruction and associated roadway work will also be determined as a part of this submittal. Proposed design will attempt to minimize the limits to within the limits of the existing boulevard edges of the sidewalk.

3.2. FINAL PLANS

After written authorization of approval from the City of the Preliminary Plans developed under Task 3.1, the Consultant shall proceed with the development of Final Plans. The Consultant will respond to comments resulting from City's preliminary plan review. Recommended modifications will be incorporated into the plan set. With this submittal it is anticipated that no geometric changes are to be made. This submittal will include all plan sheets necessary, and as anticipated for the contract documents as well as an itemized quantities list and a comprehensive Engineer's estimate.

3.3. BID DOCUMENTS

After written authorization of approval from the City of the Final Plans developed under Task 3.2, the Consultant shall proceed with the development of Bid Documents. This submittal shall include final elements of the contract documents. Coordination with the City of Davenport Purchasing Department for combining City contract documents, with any of the Consultant's project specific items.

TASK 4 UTILITY COORDINATION

The Consultant will develop plans for the purpose of coordinating with existing utility owners in the corridor. Consultant will coordinate with the City and utility companies to discuss location of facilities and potential impacts as a result of the project, review utility relocation plans prepared by the utility company; and help facilitate a schedule with the City and utility companies to perform relocations prior to the project construction.

The Consultant shall provide the following services:

1 Submittal of Utility Coordination Plans to all private and public utilities in proximity to the project limits following the Preliminary Plan and Final Plan submittals. The first plan submittal will be to introduce the project to utility companies. The second will include review and coordination of potential conflicts identified by the final design plans to initiate potential utility relocations to be completed prior to letting.

2 Create a utility coordination log to track utility locate tickets, correspondence, meetings, responses, and relocation plans received or verification of no conflict.

TASK 5 PERMITS

The following permits are anticipated for the project:

1 NPDES General Permit No. 2.

This permit, and any others required during the design will be initiated and filled out with design information and provided to the owner for final submittal.

TASK 6 BID PHASE

The work tasks to be performed or coordinated by the Consultant during the Bid Period Services are based on the bid lettings for one project and shall include the following:

6.1. PLAN CLARIFICATION AND ADDENDA

The bid lettings shall be administered by the City of Davenport. The Consultant shall assist the City during the bid periods in answering questions regarding the design intent. The Consultant shall address questions presented by the City and prepare no more than one (1) addendum for requested plan revisions. A total of up to 8-hours have been assumed for addenda and questions. Distribution by City Purchasing Department is assumed.

KEY UNDERSTANDINGS AND ASSUMPTIONS

- Plans will include General Sheets, Plan Sheets and necessary details per the 2022 edition of the Iowa Statewide Urban Design and Specifications (SUDAS) Manual, most recent edition and the City of Davenport Iowa Supplemental Specifications.
- Plan Sheets will follow the Plan Development Section as stated in Chapter 1 of Iowa SUDAS Design Manual.
- No ROW acquisitions nor permanent easements are anticipated for this project location.
- Any necessary temporary construction easements will be negotiated and acquired by the Owner.
- ADA sidewalk improvements will only be designed at locations and intersections currently not meeting the current standards of PROWAGG and SUDAS Standards.
- No subsurface investigations nor geotechnical analyses are anticipated for this project. The Consultant will coordinate with the City to establish a standard pavement design.

- No storm sewer design modeling nor analyses are anticipated for this project. The Consultant will coordinate with the City to determine storm sewer repairs and replacements.
- No watermain, water services, nor sanitary sewer improvements are anticipated for this project.
- No utility coordination meetings are anticipated for this project.
- No Boundary Survey or associated right-of-way review, design, or exhibits for temporary construction easements are included with consultant services at this time.
- No construction phase services or attendance to a preconstruction conference is assumed.

PROJECT SCHEDULE

Tentative Project Schedule is noted below in Table 1.

Table 1: Project Schedule

Notice to Proceed (NTP)	September 14, 2022
Preliminary Plan Submittal	November 18, 2022
City provides plan review comments	December 2, 2022
Final Plan Submittal	December 23, 2022
City provides any final project comments	January 6, 2023
Bid Document Submittal	January 27,2023

OWNER'S RESPONSIBILITIES

Owner and others will provide Consultant with all necessary documents and records pertinent to the project, in a timely fashion. Key items to be provided, but are not limited to:

1. City GIS records within the Project Limits
2. City collected sewer televising records and requested repair needs.

PERIODS OF SERVICE

Upon receipt of written authorization to proceed, CONSULTANT shall perform the services within the time period(s) described in 'Project Schedule' above. If any specified dates for the completion of CONSULTANT'S services are exceeded through no fault of the CONSULTANT, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of CONSULTANT'S compensation shall be equitably adjusted.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE/INDEMNITY**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of $1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. **OPINIONS OF PROBABLE COST (COST ESTIMATES)**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS, ASSIGNS AND BENEFICIARIES**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF $1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.