

COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, August 7, 2024; 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. City Administrator Update

VI. Public Hearings

A. Public Works

1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project, CIP #24035. [Ward 7]
2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project, CIP #23063. [Ward 3]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Paul Reinartz, Vice Chair

IX. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case ORD24-03 being the request of Grace Real Estate to amend the Principal Use Standards in Subsection 17.08.030(V) Neighborhood Commercial Establishment of the Municipal Code of Davenport, Iowa by adding Day Care Center and Medical/Dental Office as permitted uses within a Neighborhood Commercial Establishment. [All Wards]
2. Resolution setting a Public Hearing on the proposed conveyance of vacated West 5th Street between Cedar Street and Howell Street to Davenport Community School District, Petitioner. [Ward 3]
3. Resolution accepting the NorthPark Mall Retail Market Analysis and Use Strategy

Report completed by Leland Consulting Group of Portland, Oregon. [Ward 7]

X. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XI. PUBLIC SAFETY

1. Second Consideration: Ordinance amending Schedule XIII Seven Ton Weight Limit of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding 5th Street from Western Avenue to Gaines Street thereto. [Ward 3]
2. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Rachelle Buckwalter; Made Indie Market; Downtown; 6:00 a.m. - 7:00 p.m. Saturday, August 17, 2024; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]

Teri Logan; Thornwood Good Neighbor Project Block Party; 900-1200 block of North Thornwood Avenue; 10:00 a.m. - 10:30 p.m. Saturday, August 17, 2024; **Closure:** North Thornwood Avenue from North Lincoln Avenue to W Stubbs Lane. [Ward 3]

Place of Refuge Ministries; Back to School Celebration; 518 Brown Street; 9:00 a.m. - 6:00 p.m. Saturday, August 24, 2024; **Closure:** east-west alley from Brown Street to Warren Street between West 5th and West 6th Streets. [Ward 3]

St. Anthony Catholic Church; Kermes (Carnival); 417 North Main Street; 6:00 a.m. - 6:30 p.m. Sunday, September 8, 2024; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]

Heather Davis; Arlington Avenue Block Party; 3000 & 3100 blocks of Arlington Avenue; 12:30 p.m. - 8:00 p.m. Saturday, September 14, 2024; **Closures:** Arlington Avenue from East 30th Street to East 32nd Street; East 32nd Street from Arlington Avenue east to the alley. [Ward 5]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 21, 2024 - 10:00 a.m. Sunday, September 22, 2024; **Closure:** two easternmost lanes of Brady Street from 8th Street to Palmer Drive. [Ward 3]

3. Motion approving noise variance requests on the listed dates and times for outdoor events.

Rachelle Buckwalter; Made Indie Market; Downtown; 10:00 a.m. - 4:00 p.m. Saturday, August 17, 2024; Outdoor music/band, over 50 dBA. [Ward 3]

Place of Refuge Ministries; Back to School Celebration; 518 Brown Street; 9:00 a.m. - 6:00 p.m. Saturday, August 24, 2024; Outdoor music over 50 dBA. [Ward 3]

St. Anthony Catholic Church; Kermes (Carnival); 417 North Main Street; 10:00 a.m. - 5:00 p.m. Sunday, September 8, 2024; Outdoor music, over 50 dBA. [Ward 3]

Heather Davis; Arlington Avenue Block Party; 3000 & 3100 blocks of Arlington Avenue; 12:30 p.m. - 8:00 p.m. Saturday, September 14, 2024; Outdoor music, over 50 dBA. [Ward 5]

4. Motion approving beer and liquor license applications.

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

Ward 3

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - Extended outdoor Area August 9-11 - License Type: Class C Liquor (On-Premises) ***TO BE VOTED ON LATER ON THE AGENDA***

Palmer College of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 North Brady Street - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

RiverCenter/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Temporary Extended Outdoor Area August 16-17- License Type: Class C Liquor (On-Premises)

Thunder Bay Grille (Thunder Bay Grille, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 17 - License Type: Class C Liquor (On-Premises)

Ward 6

Links (OMFG, LLC) - 5619 Utica Ridge Road #300 - Outdoor Area - New License/Owner - License Type: Class C Liquor (On-Premises)

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 (On-Premises)

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

Ward 2

Hy-Vee Market Cafe (Hy-Vee, Inc) - 2200 West Kimberly Road (Cafe Area) - License Type: Class C Liquor (On-Premises)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Barrel House 211 (Barrelhouse, LLC) - 207-211 East 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Bootleg Hill Honey Meads (Bootleg Hill, LLC) - 321 East 2nd Street - License Type: Class C Liquor (On-Premises)

Duck City Delicatessen & Bistro (Moskowitz Llewellyn Restaurant Systems, Inc) - 115 East 3rd Street - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mark (Express Lane, Inc) - 1139 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

The Garrison (Endeavor Management Group, LLC) - 131 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

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

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

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

Stompbox Brewing (Jpx2me, LLC) - 210 East River Drive #101 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

Walgreens #05239 (Walgreen Co) - 1660 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 5

Rookie's Sports Bar (Rookies, Inc) - 2818 Brady Street - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mart (Express Lane, Inc) - 1909 North Harrison Street -

License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Applebee's Neighborhood Grill & Bar (Apple Corps LP) - 3838 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 5270 Elmore Avenue #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Holiday Inn & Suites / J-Bar (HOA Hotels, LLC) - 4215 Elmore Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Red Lobster #0133 (Red Lobster Restaurants, LLC) - 3420 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Rudy's Tacos (C.M.E. 1066, Inc) - 3944 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Super Target T-533 (Target Corporation) - 5225 Elmore Ave - License Type: Class E Liquor (Carry-Out)

Walgreens #06186 (Walgreen Co) - 4011 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Ward 7

CVS Pharmacy #8658 (Iowa CVS Pharmacy, LLC) - 1655 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Hooters of Davenport (HOA Restaurant Holder, LLC) - 110 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Phil & Larry's Saloon (P & L, Inc) - 4811 North Brady Street #2 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Stop-N-Go #562 (Kwik Trip, Inc) - 4619 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 8

Iowa Machine Shed (Machine Shed, LLC) - 7250 Northwest Boulevard - License Type: Class C Liquor (On-Premises)

C. Request for Waiver to 600' Child Care Distance Separation Provisions

Ward 3

Palmer College of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 North Brady Street - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

XII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

XIII. PUBLIC WORKS

1. Second Consideration: Ordinance amending various sections of Chapter 13.34 entitled "Stormwater Management" of the Municipal Code of Davenport, Iowa to clearly convey intent and to ensure compliance with recent state legislation regarding regulation of topsoil and stormwater at construction sites. [All Wards]
2. Resolution authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to install traffic signals at the intersection of Elmore Avenue and East 46th Street. [Ward 6]
3. Resolution authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to improve the intersection of Kimberly Road and East 36th Street. [Ward 7]
4. Resolution adopting the final assessment schedule for the 2023 Alley Resurfacing Program in accordance with the Alley Cost Share Program and amending, confirming, and levying the assessments, CIP #35038. [Wards 3, 5, & 6]
5. Resolution awarding a contract for the 3rd Street Pavement Rehabilitation project to Langman Construction, Inc of Rock Island, Illinois in the amount of \$4,681,917.45, CIP #35055. [Ward 3]
6. Resolution awarding a contract for the Black Hawk Creek Gates Replacement project to Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$549,661.36, CIP #68015. [Ward 1]
7. Resolution awarding a contract for the East High Street and Forest Road Storm Sewer Realignment project to Five Cities Construction Company of Coal Valley, Illinois in the amount of \$356,943.78, CIP #33062. [Ward 6]
8. Resolution awarding a contract for the Davenport Freight House Roof Replacement project to White Roofing Co, Inc of Eldridge, Iowa in the amount of \$281,055, CIP #23073. [Ward 3]
9. Resolution awarding a contract for the Garfield Park ADA Access Improvements

project to Midwest Concrete, Inc of Peosta, Iowa in the amount of \$262,533.50, CIP #64071. [Ward 5]

10. Resolution awarding a contract for the West 3rd Street and West 4th Street (Telegraph Road to Fillmore Street) Traffic Signal Upgrades project to Davenport Electric Contract Company of Davenport, Iowa in the amount of \$198,517, CIP #38022. [Ward 3]
11. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project, CIP #24035. [Ward 7]
12. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project, CIP #23063. [Ward 3]
13. Resolution approving the purchase of a wheel loader from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC. [All Wards]
14. Resolution approving the purchase of two street sweeper hopper assemblies from Armor Equipment of Johnston, Iowa in the amount of \$185,156, CIP #24038. [All Wards]
15. Motion approving the purchase of a compact track loader from Martin Equipment of Rock Island, Illinois in the amount of \$86,843.20 using Sourcewell contract #011723-JDC. [All Wards]
16. Motion awarding blanket contracts for the purchase of calcium chloride for the 2024-2025 winter season to EnviroTech Services, Inc of Greeley, Colorado as primary supplier and SICALCO, LTD of Hinsdale, Illinois as backup supplier. [All Wards]
17. Motion approving a waiver of installation of sidewalk along the southern portion of 510 and 516 West 35th Street, and that the waiver remain in effect as long certain conditions remain in effect. [Ward 7]

STAFF RECOMMENDS DENIAL

XIV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; Mhisho Lynch, Vice Chair

XV. FINANCE

1. First Consideration: Ordinance amending various sections of Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport, Iowa, and to update language regarding fees and roles. [All Wards]

2. Resolution appointing Ms. Nicole Gleason as the Acting City Administrator. [All Wards]
3. Resolution adopting the FY 2026 Budget Policies. [All Wards]
4. Resolution approving a five-year extension of the Fairmount Cemetery Assistance Agreement between the Fairmount Cemetery and Crematory Association and the City of Davenport. [Ward 1]
5. Resolution approving a three-year extension of the audit services contract with Eide Bailly LLP of Dubuque, Iowa in the amount of \$265,500. [All Wards]
6. Resolution approving the Memorandum of Understanding outlining a two-year funding agreement between Scott County and the City of Davenport for MEDIC EMS capital expenditures. [All Wards]
7. Resolution awarding a three-year contract with two possible one-year extensions for the third-party administrative services of the employee health plan to UMR, Inc of Wausau, Wisconsin, and authorizing the Human Resources Director to sign any related documents. [All Wards]
8. Resolution awarding a three-year contract with two possible one-year extensions for pharmacy benefit manager services for the employee health plan to Script Care, LTD of Beaumont, Texas, and authorizing the Human Resources Director to sign any related documents. [All Wards]
9. Resolution approving a five-year Master Government Entity Investment Agreement and the related five-year Government Entity Contribution Agreement between the City of Davenport and the Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities. [All Wards]
10. Resolution accepting the 2024-2025 (year two of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$437,207, and authorizing the Interim Finance Director to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]
11. Motion awarding a contract for audio/visual equipment and services at Fairmount Library to Conference Technologies, Inc of Davenport, Iowa in the amount of \$60,594.99, CIP #23081. [Ward 1]
12. Motion approving the purchase of Pure Storage hardware and technical support from Insight Public Sector of Chandler, Arizona in the amount of \$81,649.71 using OMNIA Partners contract #23-6692-03. [All Wards]
13. Motion approving the purchase of 14 sets of turnout gear from Dinges Fire Company of Amboy, Illinois in the amount of \$56,350 using Sourcewell contract #010424-LIO. [All Wards]
14. Motion approving the purchase of annual training and duty ammunition from Kiesler

Police Supply, Inc of Jeffersonville, Indiana in the amount of \$54,640.40 using Iowa Department of Administrative Services contract #21298C. [All Wards]

XVI. Motion recommending discussion or consent for Finance items

XVII. PURCHASES OF \$10,000 TO \$50,000 (For Information Only)

1. Mobius | annual RiverShare courier service payment | Amount: \$10,079.73
2. Riverstone Group Inc | sand for flood event | Amount: \$10,250
3. Dinges Partners Group LLC | turnout gear | Amount: \$10,347
4. Riverstone Group Inc | gravel for stock | Amount: \$10,900
5. Library Ideas | online database subscription renewal | Amount: \$11,500
6. CDW Government Inc | NVIDIA license | Amount: \$14,100
7. JC Cross Co | WPCP blower repair | Amount: \$14,979
8. Riverstone Group Inc | gravel for flood event | Amount: \$16,200
9. Q Mation Inc | WPCP software renewal | Amount: \$16,471
10. Shive-Hattery Inc | Police Department parking ramp plan review | Amount: \$22,100.90
11. Insight Public Sector Inc | security awareness training | Amount: \$22,880
12. IMEG Corp | Adler condensing unit replacement | Amount: \$23,072
13. C. Wayne Gallops, DO, CPE | 2024-2025 consulting services | Amount: \$24,000
14. OCLC Inc | Library cataloging and metadata subscription | Amount: \$24,760.55
15. CCG Safety Gear LLC | protective gear for PD | Amount: \$25,934.24
16. Tech Logic Corp Inc | preventative maintenance for Library automated sorter | Amount: \$26,140
17. Windmill Hill LC | right-of-way and temporary construction easement | Amount: \$30,115.80
18. Rehrg Pacific Co Inc | garbage carts | Amount: \$32,169.11

XVIII. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the listed item.
2. Motion approving a beer and liquor license application.

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

Ward 3

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - Extended outdoor Area August 9-11 - License Type: Class C Liquor (On-Premises)

XIX. Reports of City Officials

XX. Adjourn

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project, CIP #24035. [Ward 7]

Recommendation:

Hold the Hearing.

Background:

Work associated with this project includes the installation of charging stations at the Bus Barn located at Davenport Public Works as well as upgrading existing electrical infrastructure and other work required to facilitate installation of charging stations.

This project will receive grant funding from the Federal Transit Administration.

Attachments:

None

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project, CIP #23063. [Ward 3]

Recommendation:

Hold the Hearing.

Background:

The overall project consists of several improvements to various dedicated functions of the library. Interior improvements include adding partition walls to create a dedicated Maker Space area along with similar separation and reconfiguration of the Special Collections area to provide environments suitable to those functions. Exterior improvements include more prominent signage along Main Street as well as the reconfiguration of the ADA ramp servicing the building, placing the ramp at the main entrance rather than accessing the ramp near 4th Street.

The project was designed by Legat Architects of Moline, Illinois. Funding is available through CIP #23063.

Attachments:

None

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Matt Werderitch | 563-888-2221

Action / Date
8/7/2024

Subject:

Third Consideration: Ordinance for Case ORD24-03 being the request of Grace Real Estate to amend the Principal Use Standards in Subsection 17.08.030(V) Neighborhood Commercial Establishment of the Municipal Code of Davenport, Iowa by adding Day Care Center and Medical/Dental Office as permitted uses within a Neighborhood Commercial Establishment. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The City of Davenport received an application for a zoning text amendment from a property owner requesting an amendment to allow "Day Care Center" and "Medical/Dental Office" as permitted uses under the definition of "Neighborhood Commercial Establishment". The proposed zoning text amendment will impact all commercially constructed buildings throughout Davenport that are residentially-zoned. City staff explored options with the petitioner, including rezoning their property; however, a zoning text amendment was deemed the most appropriate option as there are existing nonresidential buildings where adaptive reuse is appropriate. Staff consider this to be a city-wide issue, rather than specific to the Petitioner's property.

Plan and Zoning Commission

At its June 18, 2024 meeting, the Plan and Zoning Commission unanimously recommended Case ORD24-03 be forwarded to the City Council with a recommendation for approval subject to the following findings.

Findings

1. The proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes the public health, safety, and welfare of the City.
3. The proposed amendment is consistent with the intent and general regulations of the Zoning Ordinance.
4. The amendment reflects a change in policy and development trends.
5. The proposed amendment eliminates any existing nonconformities.

Zoning Ordinance Use Definitions

1. **Neighborhood Commercial Establishments:** A commercial use within a residential neighborhood that is nonresidential in its original construction and/or use.
2. **Day Care Center:** A licensed facility where, for a portion of a day, care and supervision is provided for children or elderly and/or functionally-impaired adults in a protective

setting that are not related to the owner or operator. Day care centers within a residential dwelling are prohibited.

3. **Medical/Dental Office:** A facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.

Neighborhood Commercial Establishment Principal Use Standards | Section 17.08.030(V)

1. Neighborhood commercial establishments are only allowed within existing structures that are nonresidential in their construction and/or use as of the effective date of this Ordinance.
2. The following non-residential uses are permitted within a neighborhood commercial establishment:
 - a. Art gallery
 - b. Arts studio
 - c. Office
 - d. Personal service establishment
 - e. Restaurant
 - f. Retail goods establishment:
 - i. Retail sales of alcohol is prohibited.
 - ii. Retail sales of tobacco products, electronic cigarettes, and vaping and tobacco smoking accessories and supplies is prohibited.
3. No off-street parking is required. However, any off-street parking currently provided must be maintained.
4. Drive-through facilities are prohibited.
5. Outside storage or display is prohibited. All business, servicing, processing, and storage uses must be located within the structure.
6. Signs are limited to those allowed in the C-T District.

Day Care Center and Day Care Home Principal Use Standards (Section 17.08.030.J)

1. Each day care must have a state license and/or registration.
2. The exterior of a day care home must maintain its original appearance as a single-family dwelling. No visitor/client parking may be located in the front yard. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
3. No signs are permitted for day care homes. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
4. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant commercial center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
5. Day care homes are limited to a maximum of six children or adults in care at any one time. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
6. Day care homes are not permitted to have outside employees. (Not applicable if

permitted as a Neighborhood Commercial Establishment.)

Use Matrix (Table 17.08-1)

The principal use **"Neighborhood Commercial Establishment"** is allowed in the following zoning districts:

1. Special Use:
 - a. R-2 Single-Family Residential District
 - b. R-3 Single-Family and Two-Family Residential District
 - c. R-3C Single-Family and Two-Family Central Residential District
 - d. R-4 Single-Family and Two-Family Residential District
 - e. R-4C Single-Family and Two-Family Central Residential District
 - f. R-MF Multi-Family Residential District

The principal use **"Day Care Center"** is allowed in the following zoning districts:

1. Permitted Use:
 - a. R-MF Multi-Family Residential District
 - b. C-T Commercial Transitional District
 - c. C-1 Neighborhood Commercial District
 - d. C-2 Corridor Commercial District
 - e. C-3 General Commercial District
 - f. C-C City Centre District
 - g. C-OP Commercial Office Park District
 - h. C-D Downtown District
 - i. C-V Village of East Davenport District
 - j. C-E Elmore Corners District
 - k. I-MU Industrial Mixed-Use District
 - l. S-IC Institutional Campus District
2. Special Use:
 - a. I-1 Light Industrial District

The principal use **"Medical/Dental Office"** is allowed in the following zoning districts:

1. Permitted Use:
 - a. C-T Commercial Transitional District
 - b. C-1 Neighborhood Commercial District
 - c. C-2 Corridor Commercial District
 - d. C-3 General Commercial District
 - e. C-C City Centre District
 - f. C-OP Commercial Office Park District
 - g. C-D Downtown District
 - h. C-V Village of East Davenport District
 - i. C-E Elmore Corners District

- j. I-MU Industrial Mixed-Use District
- k. S-IC Institutional Campus District

Special Use Permit

The Zoning Ordinance recognizes that there are certain uses that require individual consideration to mitigate any potential impacts upon neighboring land. Given the range of permitted uses allowed under Neighborhood Commercial Establishments, requiring a Special Use Permit ensures additional oversight and prevents conflicts between incompatible land uses.

Special Use Permits are reviewed and approved by the Zoning Board of Adjustment, which evaluates the following criteria:

1. The establishment, maintenance, and operation of the proposed special use will not endanger public health, safety, or welfare.
2. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

Approval Standards for Text Amendments

1. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
2. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
3. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
4. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.
5. The extent to which the proposed amendment creates nonconformities.

Staff Analysis

Adaptive reuse is the repurposing of buildings that have outlived their original use. In Davenport, this often includes vacant churches, schools, or corner retail stores. The intent of the Zoning Ordinance is to preserve architectural and cultural heritage, prevent urban blight, and extend the useful life of structures as neighborhood needs evolve. This approach offers flexibility in regulating new uses while promoting sustainable redevelopment practices.

Neighborhood commercial establishments serve an important role in community development. To encourage reinvestment, a narrowly defined list of permitted land uses is allowed within a neighborhood commercial establishment. Regulations are in place to protect the residential character of the area and limit outside impacts, such as traffic, storage, and signage. Since each property is unique, requiring a Special Use Permit provides additional oversight and

consideration for each property.

There are several benefits of permitting day care centers within neighborhood commercial establishments. Vacant schools or churches, which often include floor plans conducive for day care, provide an opportunity for adaptive reuse. There is value in having childcare within close walking distance to neighborhoods. This can help mitigate traffic issues and offer safe routes for parents and children. In addition, there is a shortage of day care centers within the City. The proposed zoning text amendment creates a mechanism to establish additional day cares within the community to help meet the demand for childcare. Eliminating barriers to child care will improve the quality of life for young families and make Davenport a more attractive place to live.

In addition, the Davenport Municipal Code allows churches to have ancillary uses such as day care facilities. Staff believe adding 'Day Care Center' to the list of permitted uses identified under neighborhood commercial establishments is appropriate given 'Places of Worship' are permitted in residential districts. There are potential circumstances where a nonresidential building may be constructed and used for a church with an accompanying day care center. Under current ordinance, should the church become vacant, a private day care center would not be permitted even though the building may contain the space to operate a day care. The proposed zoning text amendment resolves this issue.

Medical and dental offices may be appropriate within a neighborhood commercial establishment given the treatment of individuals is solely on an outpatient basis. However, staff acknowledge this request is circumstantial depending on the operation of the practice, type of nonresidential building, site constraints, and neighborhood context. The scale of a medical office varies greatly from a single provider to a large practice with numerous medical professionals and support staff. The Zoning Board of Adjustment will have the authority to approve, approve with conditions, or deny a request based on the unique circumstances of each establishment. These uses will be closely vetted due to the potential impacts on adjacent residential properties. Since these concerns can be mitigated through a Special Use Permit, staff is supportive of the zoning text amendment.

Public Input

A Notice of Public Hearing was published in the *Quad-City Times* informing the community of the June 4 Plan and Zoning Commission Public Hearing and July 2 Committee of the Whole Public Hearing. To date, staff has not received any public comments in favor or opposition to the request.

Attachments:

1. Ordinance
2. Application
3. Chapter 17.08 Use Matrix
4. Plan & Zoning Commission Staff Report 6-18-24

ORDINANCE NO. _____

ORDINANCE FOR CASE ORD24-03 BEING THE REQUEST OF GRACE REAL ESTATE TO AMEND THE PRINCIPAL USE STANDARDS IN SUBSECTION 17.08.030(V) NEIGHBORHOOD COMMERCIAL ESTABLISHMENT OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING DAY CARE CENTER AND MEDICAL/DENTAL OFFICE AS PERMITTED USES WITHIN A NEIGHBORHOOD COMMERCIAL ESTABLISHMENT.

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

Section 1. That Subsection 17.08.030(V) Neighborhood Commercial Establishment of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

2. The following non-residential uses are permitted within a neighborhood commercial establishment:

- a. Art gallery
- b. Arts studio
- c. Day care center
- d. Medical/dental office
- e. Office
- f. Personal service establishment
- g. Restaurant
- h. Retail goods establishment:
 - i. Retail sales of alcohol is prohibited.
 - ii. Retail sales of tobacco products, electronic cigarettes, and vaping and tobacco smoking accessories and supplies is prohibited.

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 _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



CITY OF DAVENPORT
Development & Neighborhood
Services – Planning
1200 E. 46th ST
Davenport, IA 52807

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR

ZONING TEXT AMENDMENT

(CHANGE TO ZONING ORDINANCE LANGUAGE)

DATES: PRE-APP		SUBMITTAL	PUBLIC HEARING
ZONING CODE HEADINGS & SECTION NUMBERS IMPACTED 17.08.030.V.2.			
APPLICANT INFORMATION		REASON FOR ZONING CODE TEXT CHANGE Include more uses under Neighborhood Commercial Establishments	
Applicant Name Company Name Grace Real Estate		EXISTING ZONING CODE LANGUAGE TO BE CHANGED The addition of Day Care Centers and Medical/Dental Office to the Neighborhood Commercial Establishments.	
Address 2651 Telegraph Road			
City State Zip Davenport, IA, 52804			
Phone (217) 218-3456			
Secondary Phone (309) 716-1536			
E-Mail Address brettvacek36@gmail.com			
Acceptance of Applicant I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property, and acknowledge formal procedure and submittal requirements. In addition to the application fee, I understand I am responsible for attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further studies as necessary. Brett Vacek Type Applicant's Name <i>Brett Vacek</i> Applicant's Signature 05/09/2024 Date		PROPOSED ZONING CODE LANGUAGE "17.08.030.V.2.g. Day Care Centers" "17.08.030.V.2.h. Medical/Dental Office"	
DEVELOPMENT TEAM		COMPLETE SUBMITTALS SHALL INCLUDE: SUBMITTED	
Owner Justin Willis/Brett Vacek		Existing & Proposed Text, as a .PDF, if preferred ☒	
Address 2651 Telegraph Road, Davenport, IA, 52804		Authorization to Act as Applicant, if necessary ☐	
Phone (217) 218-3456		Application Fee: (REQUIRED) \$400* ☒	
Secondary Phone (309) 716-1536		*plus Scott County Recording Office fees at a later date	
E-Mail Address brettvacek36@gmail.com		PROCEDURE SHALL BE AS STATED IN §17.14.040	
Attorney/Other		Approval Standards: Consistency with the Comprehensive Plan and Future Land Use Map. Promotion of public health, safety, and welfare of the City. Consistency with the general intent and regulations of Title 17. Purpose of the amendment (error correction/omission, or clarification). Extent that the proposed amendment protects against nonconformities.	
Address			
Phone			
Secondary Phone			
E-Mail Address		Submit this form to Planning Staff at: planning@davenportiowa.com or contact staff with any questions or requests for additional information.	

May 9th, 2024

Planning and Zoning Commission
City Council
Administrative Center
600 W. 4th St.
Davenport, IA 52801-1003

Grace Real Estate
c/o Brett Vacek & Justin Willis
2651 Telegraph Road
Davenport, IA, 52804

To Whom It May Concern:

This letter is to indicate the rationale to support the Application for Zoning Text Amendment to add Day Care Centers and Medical/Dental Office to the uses under the Neighborhood Commercial Establishment (17.08.030.V.2). It is well known within the city of Davenport that former school and church buildings face difficult challenges when attempting to move away from their primary use.

By enacting this Zoning Text Amendment, more buildings, such as ours on 2651 Telegraph Road, can be used to make up for the lack of reputable Day Care Centers in the area. Former church buildings that are zoned R-1 – 4, are the perfect place for a Day Care Center as the buildings are nonresidential in their structure and most churches already have some sort of set-up to allow for Day Care or preschool on the property.

After already having the city fire department walk through our building, the changes needed to make the building to the appropriate fire code were minimal thereby indicating the ease of transition these buildings can make from their primary use to a Day Care Center. The city can also help its overall vision for +2035 to have many of the buildings in the Telegraph Road area convert to R-1 – 4 as the uses allowed under 17.08.030.V.2. will be expanded to make that zoning more attractive.

Separately, in the application the commission and council will find the request for Medical/Dental office to be added. Despite the concern for increased traffic, the goal, at least at our

building, will be to allow for a counselor to be on-site while the children are present for the Day Care to receive individual counseling on an as needed basis. There is not a plan to make the entire building into a large medical facility. It is simply to allow for a counselor or two to be present to serve the community that is present on Telegraph Road. These counselors, just like the Day Care Center, will focus on taking state aid due to the population within the immediate area. With the need for more counseling services, not only in the city, but the nation at large adding this as a use under the Neighborhood Commercial Establishment will allow for expanded services.

We hope this letter will not only help us to help the community, but will serve as an opportunity to allow for further growth and expansion for others as well.

Respectfully,

Justin Willis & Brett Vacek

CHAPTER 17.08.	USES
Section 17.08.010	General Use Regulations
Section 17.08.020	Use Matrix
Section 17.08.030	Principal Use Standards
Section 17.08.040	Temporary Use Standards
Section 17.08.050	Use Definitions

Section 17.08.010 General Use Regulations

- A.** No structure or land may be used or occupied unless allowed as a permitted or special use within the zoning district.
- B.** All uses must comply with any applicable federal and state requirements, and any additional federal, state, or city ordinances.
- C.** Any use that is not included in the use matrix and cannot be interpreted as part of a use within the matrix is prohibited in all districts.
- D.** A site may contain more than one principal use, so long as each principal use is allowed in the district. Each principal use is approved separately. In certain cases, uses are defined to include ancillary uses that provide necessary support and/or are functionally integrated into the principal use.
- E.** All uses must comply with the use standards of Section 17.08.030, as applicable, as well as all other regulations of this Ordinance and the City.

Section 17.08.020 Use Matrix

- A.** Table 17.08-1: Use Matrix identifies the principal and temporary uses allowed within each zoning district. Cells are color-coded for ease of review only; the letter indicated in the cell controls over any errors in color-coding.
- B.** Uses allowed in the R-3 and R-3C Districts are those listed in Table 17.08-1 for the R-3 District. Uses allowed in the R-4 and R-4C Districts are those listed in Table 17.08-1 for the R-4 District.
- C.** P indicates that the use is permitted by-right in the district. S indicates that the use is a special use in the district and requires special use approval. If a cell is blank, the use is not allowed in the district.
- D.** In the case of temporary uses, a T indicates the temporary use is allowed in the district and may require approval of a temporary use permit per the standards of Section 17.08.040.
- E.** For accessory uses, see Chapter 17.09.
- F.** See Section 17.04.020 for additional use restrictions in the R-3, R-3C, R-4, and R-4C Districts.
- G.** See Section 17.05.020 for additional use restrictions in the C-V District.

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																						
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Adult Use																S	S					Sec. 17.08.030.A
Agriculture																			P			
Amusement Facility - Indoor									P	P	P		P	P	P	P		P				
Amusement Facility - Outdoor										S	S				S	P		S				
Animal Care Facility - Large Animal																			P			
Animal Care Facility - Small Animal							S	S	P	P	P		S	S	P	P		P	P			Sec. 17.08.030.B
Animal Breeder																			P			Sec. 17.08.030.B
Art Gallery							P	P	P	P	P		P	P	P			P				
Arts and Fitness Studio							P	P	P	P	P		P	P	P			P				
Bar									P	P	P		P	P	P			P				
Bar – Neighborhood								P														Sec. 17.08.030.C
Bed and Breakfast	S	S	S	S	S														P			Sec. 17.08.030.D
Billboard									P	P						P	P					Sec. 17.08.030.E
Body Modification Establishment								P	P	P	P		P		P			P				
Broadcasting Facility TV/Radio								P	P	P		P	P	P	P	P	P	P			P	
Campground																			S	P		Sec. 17.08.030.F
Car Wash									P	P					S			P				Sec. 17.08.030.G
Casino															P							
Cemetery																				P		
Children's Home					P				P	P					P			S			P	Sec. 17.08.030.H
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Community Center	P	P	P	P	P		P	P	P	P	P		P	P	P			P	P	P	P	
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	Sec. 17.08.030.I
Conservation Area																			P	P		
Country Club																				P		
Cultural Facility							P	P	P	P	P		P	P	P			P		P	P	
Day Care Center					P		P	P	P	P	P	P	P	P	P	S		P			P	Sec. 17.08.030.J
Day Care Home	P	P	P	P	P														P			Sec. 17.08.030.K
Drive-Through Facility									P	P	S		S		P	P	P					Sec. 17.08.030.K
Drug/Alcohol Treatment Facility, Residential									S	S					S			S			S	Sec. 17.08.030.L
Drug Treatment Clinic									S	S					S			S			S	Sec. 17.08.030.L
Domestic Violence Shelter					P			P	P	P					P			P			P	Sec. 17.08.030.H
Dwelling - Accessory Dwelling Unit	P	P	P	P																		Sec. 17.08.030.M
Dwelling - Manufactured Home						P													S			Sec. 17.08.030.N

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Dwelling - Multi-Family					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.O	
Dwelling - Townhouse					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.P	
Dwelling - Single-Family	P	P	P	P	P		P	P	P					P								Sec. 17.08.030.P	
Dwelling - Single-Family Semi-detached		P	P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (New Construction)			P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (Conversion)					P		P	P	P					P								Sec. 17.08.030.P	
Educational Facility - Primary or Secondary	P	P	P	P	P																P		
Educational Facility - University or College										P	P	P	P		P						P		
Educational Facility - Vocational							S	S	S	P	P	P	P	S	P	P	P	P			P		
Equine Keeping/Equestrian Facility	P																		P			Sec. 17.08.030.Q	
Fairground																			S	S	P		
Financial Institution							P	P	P	P	P	P	P	P	P			P					
Financial Institution, Alternative									S	S					S			P				Sec. 17.08.030.R	
Food Bank																P	P	P					
Food Pantry									P	S					S			S					
Funeral Home							S	S	S	P					P			P					
Gas Station								S	P	P	S				P	P	P	P				Sec. 17.08.030.S	
Golf Course/Driving Range																				P			
Government Office/Facility							P	P	P	P	P	P	P	P	P	P	P	P		P	P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Greenhouse/Nursery - Retail										P					P			P	S				
Group Home	P	P	P	P	P																	Sec. 17.08.030.T	
Halfway House									S	S					S			S			S	Sec. 17.08.030.L	
Healthcare Institution																					P		
Heavy Rental and Service																P		P					
Heavy Retail										S					S	P		P					
Homeless Shelter									S	S					S			S			S	Sec. 17.08.030.L	
Hotel									P	P	P	P	P	S	P			P					
Industrial - General																	P						
Industrial - Light												P				P	P	P					
Industrial Design								P	P	P		P	P		P	P	P	P					
Live Performance Venue										P	P		P	P	P	P		P					

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Lodge/Meeting Hall	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	P			Sec. 17.08.030.U	
Manufactured Home Park						P																	
Medical/Dental Office							P	P	P	P	P	P	P	P	P			P			P		
Micro-Brewery/Distillery/Winery									P	P	P		P	P	P	P		P					
Neighborhood Commercial Establishment		S	S	S	S																	Sec. 17.08.030.V	
Office							P	P	P	P	P	P	P	P	P	P	P	P			P		
Outdoor Dining							P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 17.08.030.W	
Parking Lot (Principal Use)								S	S	S	S	S	S	S	S	P	S	S			P	Chapter 17.10	
Parking Structure (Principal Use)								S	S	P	P	P	S	S	P			P			P	Chapter 17.10	
Personal Service Establishment							P	P	P	P	P	P	P	P	P	P		P			P		
Place of Worship	P	P	P	P	P		S	S	P	P	P		P	P	P	P			P		P		
Private Recreation Facility								P	P	P	P	P	P	P	P	P		P			P		
Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P		
Public Safety Facility					P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Public Works Facility												P				P	P	P	P		P		
Reception Facility	S	S	S	S				S	S	P	P		S	S	P			P	S			Sec. 17.08.030.X	
Recreational Vehicle (RV) Park																			S	S		Sec. 17.08.030.F	
Research and Development												P				P	P	P			P		
Residential Care Facility					P		P	P	P	P	P	P	P		P	P		P			P	Sec. 17.08.030.Y	
Restaurant								P	P	P	P	P	P	P	P	P	P	P		P	P		
Retail Goods Establishment							P	P	P	P	P	P	P	P	P	P	P	P			P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Retail Alcohol Sales									P	P	S		S		P	P							
Retail Sales of Fireworks																P	P					Sec. 17.08.030.Z	
Salvage Yard																	S						
Self-Storage Facility: Enclosed									S	S					P	P	P	P				Sec. 17.08.030.AA	
Self-Storage Facility: Outdoor																P	P	S				Sec. 17.08.030.AA	
Social Service Center									P	P					P			P			P		
Solar Farm												P				P	P		S		P	Sec. 17.08.030.BB	
Specialty Food Service								P	P	P	P		P	P	P	P		P					
Storage Yard - Outdoor																P	P					Sec. 17.08.030.CC	
Truck Stop																P	P						
Vehicle Dealership - Enclosed										P		S	P		P	S		P					
Vehicle Dealership - With Outdoor Storage/Display										S					S	S		P					

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																						
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Vehicle Operation Facility																P	P				P	
Vehicle Rental - Enclosed										P		S	P		P	S		P				
Vehicle Rental - With Outdoor Storage/Display										S					S	S		P				
Vehicle Repair/Service - Major										S						P	P	S				Sec. 17.08.030.DD
Vehicle Repair/Service - Minor									P	P					P	P	P	S				Sec. 17.08.030.DD
Warehouse																P	P					
Wholesale Establishment																P	P	S				
Wind Energy System												S				S	S		S		S	Sec. 17.08.030.EE
Wine Bar								S	P	P	P		P	P	P			P				
Winery																			S			
Wireless Telecommunications	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF
Wireless Telecommunications - Stealth Design Antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF
Wireless Telecommunications - DAS Co-Location	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF
Wireless Telecommunications - DAS New Pole	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF
TEMPORARY USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Farmers' Market					T		T	T	T	T	T	T	T	T	T			T	T	T	T	Sec. 17.08.040.A
Real Estate Project Sales Office/Model Unit	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T	T	T			T	Sec. 17.08.040.B
Temporary Cell On Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.C
Temporary Contractor Office and Contractor Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.D
Temporary Outdoor Entertainment	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T	T	T	Sec. 17.08.040.E
Temporary Outdoor Sales (No Fireworks Stand)	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T		T	Sec. 17.08.040.F
Temporary Outdoor Sales - Fireworks Stand Only																T	T					Sec. 17.08.040.G
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.H

Section 17.08.030 Principal Use Standards

Where applicable, principal uses are required to comply with all use standards of this section, whether a permitted or special use, in addition to all other regulations of this Ordinance.

J. Day Care Center and Day Care Home

1. Each day care must have a state license and/or registration.
2. The exterior of a day care home must maintain its original appearance as a single-family dwelling. No visitor/client parking may be located in the front yard.
3. No signs are permitted for day care homes.
4. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant commercial center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
5. Day care homes are limited to a maximum of six children or adults in care at any one time.
6. Day care homes are not permitted to have outside employees.

V. Neighborhood Commercial Establishment

1. Neighborhood commercial establishments are only allowed within existing structures that are nonresidential in their construction and/or use as of the effective date of this Ordinance.
2. The following non-residential uses are permitted within a neighborhood commercial establishment:
 - a. Art gallery
 - b. Arts studio
 - c. Office
 - d. Personal service establishment
 - e. Restaurant
 - f. Retail goods establishment:
 - i. Retail sales of alcohol is prohibited.
 - ii. Retail sales of tobacco products, electronic cigarettes, and vaping and tobacco smoking accessories and supplies is prohibited.
3. No off-street parking is required. However, any off-street parking currently provided must be maintained.
4. Drive-through facilities are prohibited.
5. Outside storage or display is prohibited. All business, servicing, processing, and storage uses must be located within the structure.
6. Signs are limited to those allowed in the C-T District.

Section 17.08.050 Use Definitions

All uses within Table 17.08-1 are defined in this section. Certain uses are defined to be inclusive of many uses. When a use meets a specific definition, it is regulated as such and is not regulated as part of a more inclusive use category.

Day Care Center. A licensed facility where, for a portion of a day, care and supervision is provided for children or elderly and/or functionally-impaired adults in a protective setting that are not related to the owner or operator. Day care centers within a residential dwelling are prohibited.

Medical/Dental Office. A facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.

Neighborhood Commercial Establishment. A commercial use within a residential neighborhood that is nonresidential in its original construction and/or use.

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Matt Werderitch | 563-888-2221

Action / Date
6/18/2024

Subject:

Case ORD24-03 : Request of Grace Real Estate to amend the Principal Use Standards for Neighborhood Commercial Establishment in Section 17.08.030V of the Davenport Zoning Code to add Day Care Center and Medical/Dental Office as permitted uses within a Neighborhood Commercial Establishment. [All Wards]

Recommendation:

Staff recommend the Plan and Zoning Commission accept the listed findings and forward Case ORD24-03 to the City Council with a recommendation for approval.

Findings:

1. The proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes the public health, safety, and welfare of the City.
3. The proposed amendment is consistent with the intent and general regulations of the Zoning Ordinance.
4. The amendment reflects a change in policy and development trends.
5. The proposed amendment eliminates any existing nonconformities.

Background:

City staff received an Application for a Zoning Text Amendment from a property owner requesting an amendment to allow "Day Care Center" and "Medical/Dental Office" as permitted uses under the definition of "Neighborhood Commercial Establishment". The proposed zoning text amendment will impact all commercially constructed buildings throughout Davenport that are residentially zoned. City staff explored options with the petitioner, including rezoning their property. However, a Zoning Text Amendment was deemed the most appropriate option as there are existing nonresidential buildings where adaptive reuse is appropriate. Staff consider this to be a city-wide issue, rather than specific to the petitioner's property.

Zoning Ordinance Use Definitions:

1. **Neighborhood Commercial Establishments:** A commercial use within a residential neighborhood that is nonresidential in its original construction and/or use.
2. **Day Care Center:** A licensed facility where, for a portion of a day, care and supervision is provided for children or elderly and/or functionally-impaired adults in a protective setting that are not related to the owner or operator. Day care centers within a residential dwelling are prohibited.
3. **Medical/Dental Office:** A facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis.

Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.

Neighborhood Commercial Establishment Principal Use Standards (Section 17.08.030.V)

1. Neighborhood commercial establishments are only allowed within existing structures that are nonresidential in their construction and/or use as of the effective date of this Ordinance.
2. The following non-residential uses are permitted within a neighborhood commercial establishment:
 - a. Art gallery
 - b. Arts studio
 - c. Office
 - d. Personal service establishment
 - e. Restaurant
 - f. Retail goods establishment:
 - i. Retail sales of alcohol is prohibited.
 - ii. Retail sales of tobacco products, electronic cigarettes, and vaping and tobacco smoking accessories and supplies is prohibited.
3. No off-street parking is required. However, any off-street parking currently provided must be maintained.
4. Drive-through facilities are prohibited.
5. Outside storage or display is prohibited. All business, servicing, processing, and storage uses must be located within the structure.
6. Signs are limited to those allowed in the C-T District.

Day Care Center and Day Care Home Principal Use Standards (Section 17.08.030.J)

1. Each day care must have a state license and/or registration.
2. The exterior of a day care home must maintain its original appearance as a single-family dwelling. No visitor/client parking may be located in the front yard. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
3. No signs are permitted for day care homes. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
4. A day care center must provide a pickup/drop off area. When a day care center is part of a multi-tenant commercial center, the pickup/drop off area must not interfere with vehicle circulation in the parking lot, including blocking of the drive aisle.
5. Day care homes are limited to a maximum of six children or adults in care at any one time. (Not applicable if permitted as a Neighborhood Commercial Establishment.)
6. Day care homes are not permitted to have outside employees. (Not applicable if permitted as a Neighborhood Commercial Establishment.)

Use Matrix (Table 17.08-1)

The principal use "**Neighborhood Commercial Establishment**" is allowed in the following zoning districts:

1. Special Use:
 - a. R-2 Single-Family Residential District
 - b. R-3 Single-Family and Two-Family Residential District
 - c. R-3C Single-Family and Two-Family Central Residential District
 - d. R-4 Single-Family and Two-Family Residential District
 - e. R-4C Single-Family and Two-Family Central Residential District
 - f. R-MF Multi-Family Residential District

The principal use "**Day Care Center**" is allowed in the following zoning districts:

1. Permitted Use:
 - a. R-MF Multi-Family Residential District
 - b. C-T Commercial Transitional District
 - c. C-1 Neighborhood Commercial District
 - d. C-2 Corridor Commercial District
 - e. C-3 General Commercial District
 - f. C-C City Centre District
 - g. C-OP Commercial Office Park District
 - h. C-D Downtown District
 - i. C-V Village of East Davenport District
 - j. C-E Elmore Corners District
 - k. I-MU Industrial Mixed-Use District
 - l. S-IC Institutional Campus District
2. Special Use:
 - a. I-1 Light Industrial District

The principal use "**Medical/Dental Office**" is allowed in the following zoning districts:

1. Permitted Use:
 - a. C-T Commercial Transitional District
 - b. C-1 Neighborhood Commercial District
 - c. C-2 Corridor Commercial District
 - d. C-3 General Commercial District
 - e. C-C City Centre District
 - f. C-OP Commercial Office Park District
 - g. C-D Downtown District
 - h. C-V Village of East Davenport District
 - i. C-E Elmore Corners District
 - j. I-MU Industrial Mixed-Use District
 - k. S-IC Institutional Campus District

Special Use Permit:

The Zoning Ordinance recognizes that there are certain uses that require individual consideration to mitigate any potential impacts upon neighboring land. Given the range of permitted uses allowed under Neighborhood Commercial Establishments, requiring a Special

Use Permit ensures additional oversight and prevents conflicts between incompatible land uses.

Special Use Permits are reviewed and approved by the Zoning Board of Adjustment, who evaluate the following criteria:

1. The establishment, maintenance, and operation of the proposed special use will not endanger public health, safety, or welfare.
2. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

Approval Standards for Text Amendments

1. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
2. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
3. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
4. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.
5. The extent to which the proposed amendment creates nonconformities.

Staff Analysis:

Adaptive reuse is the repurposing of buildings that have outlived their original use. In Davenport, this often includes vacant churches, schools, or corner retail stores. The intent of the Zoning Ordinance is to preserve architectural and cultural heritage, prevent urban blight, and extend the useful life of structures as neighborhood needs evolve. This approach offers flexibility in regulating new uses while promoting sustainable redevelopment practices.

Neighborhood commercial establishments serve an important role in community development. To encourage reinvestment, a narrowly defined list of permitted land uses is allowed within a neighborhood commercial establishment. Regulations are in place to protect the residential character of the area and limit outside impacts, such as traffic, storage, and signage. Since each property is unique, requiring a Special Use Permit provides additional oversight and consideration for each property.

There are several benefits of permitting day care centers within neighborhood commercial establishments. Vacant schools or churches, which often include floor plans conducive for day care, provide an opportunity for adaptive reuse. There is value in having childcare within close walking distance to neighborhoods. This can help mitigate traffic issues and offer safe routes for parents and children. In addition, there is a shortage of day care centers within the City. The proposed zoning text amendment creates a mechanism to establish additional day cares within the community to help meet the demand for childcare. Eliminating barriers to child care will improve the quality of life for young families and make Davenport a more attractive place to

live.

In addition, the Davenport Municipal Code allows churches to have ancillary uses such as day care facilities. Staff believe adding 'Day Care Center' to the list of permitted uses identified under neighborhood commercial establishments is appropriate given 'Places of Worship' are permitted in residential districts. There are potential circumstances where a nonresidential building may be constructed and used for a church with an accompanying day care center. Under current ordinance, should the church become vacant, a private day care center would not be permitted even though the building may contain the space to operate a day care. The proposed zoning text amendment resolves this issue.

Medical and dental offices may be appropriate within a neighborhood commercial establishment given the treatment of individuals is solely on an outpatient basis. However, staff acknowledge this request is circumstantial depending on the operation of the practice, type of nonresidential building, site constraints, and neighborhood context. The scale of a medical office varies greatly from a single provider to a large practice with numerous medical professionals and support staff. The Zoning Board of Adjustment will have the authority to approve, approve with conditions, or deny a request based on the unique circumstances of each establishment. These uses will be closely vetted due to the potential impacts on adjacent residential properties. Since these concerns can be mitigated through a Special Use Permit, staff is supportive of the zoning text amendment.

Public Input:

A Notice of Public Hearing was published in the Quad City Times informing the community of the June 4th Plan and Zoning Commission Public Hearing. To date, staff has not received any public comments in favor or opposition to the request. Staff will apprise the Commission of any correspondence at the June 18th Plan and Zoning Commission meeting.

Attachments:

1. Application
2. Chapter 17.08 Use Matrix

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
8/7/2024

Subject:

Resolution setting a Public Hearing on the proposed conveyance of vacated West 5th Street between Cedar Street and Howell Street to Davenport Community School District, Petitioner.
[Ward 3]

Recommendation:

Adopt the Resolution.

Background:

City Council approved the right-of-way vacation of West 5th Street between Cedar Street and Howell Street at the July 24, 2024 City Council meeting. The purpose of the right-of-way vacation is to facilitate the redevelopment of Smart Middle School. The Davenport Community School District is now requesting to obtain the vacated West 5th Street in order to move forward with their redevelopment plans.

Adoption of the Resolution will authorize staff to publish notice to advertise a Public Hearing on the proposed conveyance of the vacated street to be held at the Wednesday, August 21, 2024 Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers of Davenport City Hall, 226 West 4th Street.

Attachments:

1. Resolution
2. Map

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION setting a Public Hearing on the proposed conveyance of vacated West 5th Street located between Cedar Street and Howell Street to Davenport Community School District, Petitioner.

WHEREAS, the City of Davenport owns the vacated West 5th Street located between Cedar Street and Howell Street; and

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate; and

WHEREAS, Iowa law requires a city to hold a Public Hearing prior to conveying its interest in real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on the proposed conveyance of vacated West 5th Street located between Cedar Street and Howell Street to Davenport Community School District, Petitioner, shall be held at the Committee of the Whole Meeting on August 21, 2024 beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

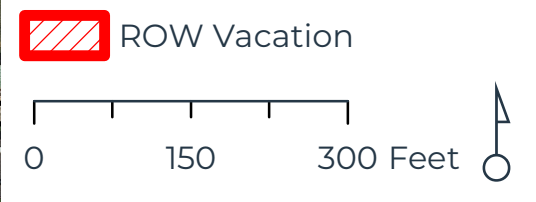
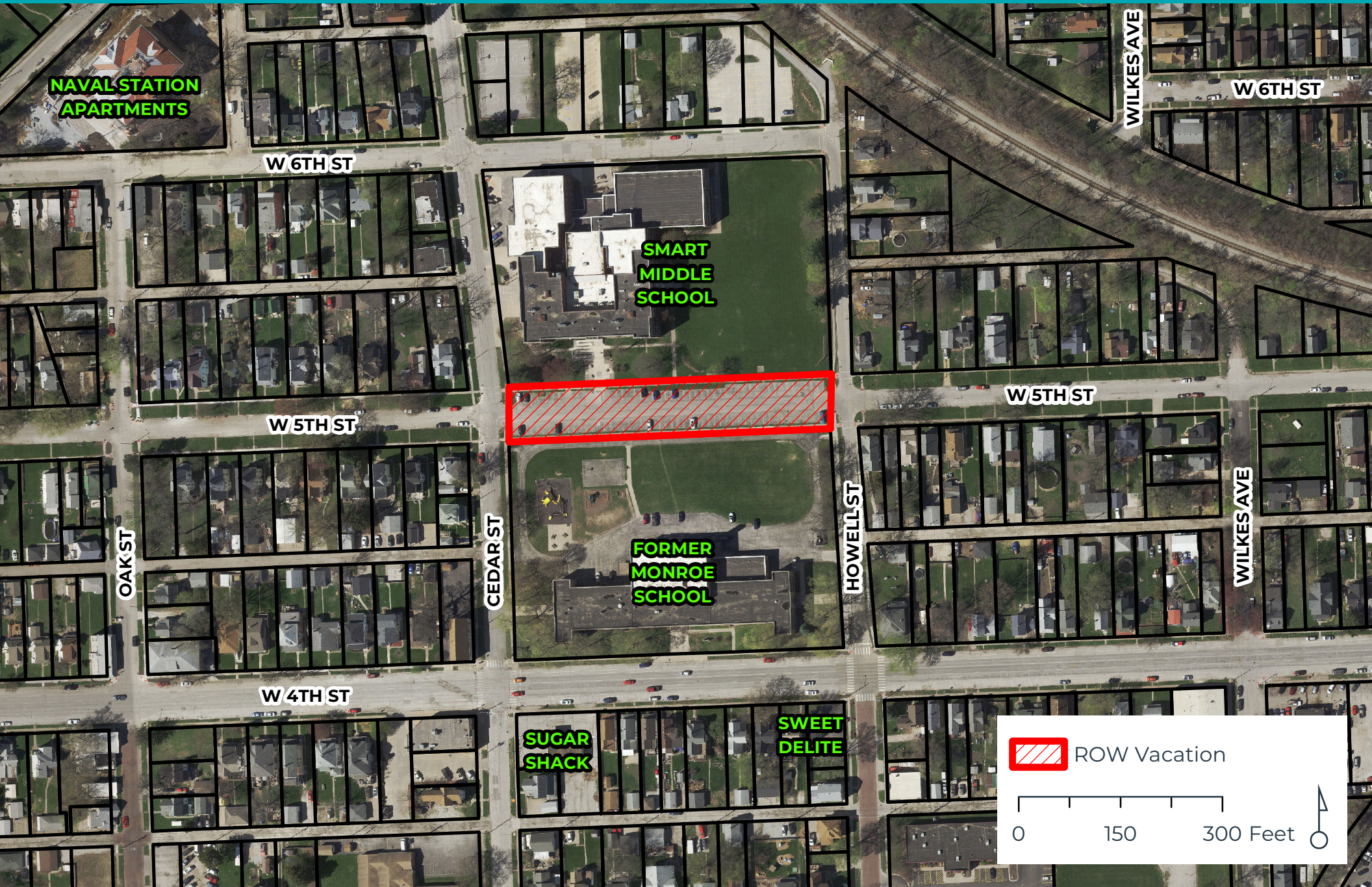
Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

Vicinity Map | Vacated Right-Of-Way

West 5th Street, between Cedar Street and Howell Street. Davenport
Community School District, Petitioner



City of Davenport

Department: Community & Economic Development
Contact Info: Bruce Berger | 563-326-7769

Action / Date
8/7/2024

Subject:

Resolution accepting the NorthPark Mall Retail Market Analysis and Use Strategy Report completed by Leland Consulting Group of Portland, Oregon. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

In August 2023, the City hired a team of experts led by Leland Consulting Group, which included Greensfelder Real Estate Strategy and Confluence, to prepare a Retail Market Analysis and Use Strategy of North Park Mall. With the goal of understanding, anticipating, and planning the retail environment at perhaps a pivotal point in North Park's history, the City, in partnership with Macerich and other owners, hopes to position the Mall in a way that supports the City's sales tax base, provides access to shopping for citizens, and ensures that neighborhoods are free from blight.

The team visited twice during their research and conducted numerous face-to-face input meetings. The findings and draft report were presented to the Mayor and City Council at the May 14, 2024 Management Update Meeting. In July, they completed the report which is now offered for acceptance by the City.

At the consultant's recommendation, staff suggests convening an informal working group composed of representatives from the City, owners, and other stakeholders to help guide implementation steps. Adoption does not obligate the City to complete any of the strategies or recommendations; it signifies recognition and openness to further consideration.

Attachments:

1. Resolution
2. NorthPark Mall Market Analysis and Use Strategy

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION accepting the NorthPark Mall Retail Market Analysis and Use Strategy Report completed by Leland Consulting Group of Portland, Oregon.

WHEREAS, the City desired to better understand and anticipate changes in the retail market in the hope of partnering to support revitalization of the NorthPark Mall campus; and

WHEREAS, through an RFP process in 2023, Leland Consulting Group of Portland, Oregon, partnering with Greensfelder Real Estate Strategy and Confluence, was hired to research and prepare a Retail Market Analysis and Use Strategy for NorthPark Mall; and

WHEREAS, after several months of research and input from community stakeholders, the Leland team presented their findings and draft report at the May 14, 2024 Management Update Meeting; and

WHEREAS, in July, the final report was completed and a working group of stakeholders is anticipated to begin working to implement strategies as appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the NorthPark Mall Retail Market Analysis and Use Strategy Report completed by Leland Consulting Group of Portland, Oregon is hereby accepted.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



NorthPark Mall Market Analysis and Use Strategy Final Report

PREPARED FOR



May 2024

PREPARED BY



CONFLUENCE

Acknowledgements

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Patrick Alvord, Principal, Confluence

Special thanks to the following individuals affiliated with one of the mall owners, Macerich, who contributed insights throughout the planning process: Cory Scott, Jeanne Butz, Jerry Jones, and Scott McMurray.



Purpose and Goals

Project Purpose

Like many malls and retailers, NorthPark Mall in Davenport, Iowa has faced challenges in recent years—including the loss of two anchor department stores, Sears and Younkers, in 2018. Its remaining tenants face challenges including competition from e-commerce and the need to adapt to other changes in consumer preferences. To understand and best plan within the rapidly evolving retail landscape, the City of Davenport retained Leland Consulting Group, Greensfelder Real Estate Strategy (GRES), and Confluence to develop a Retail Market Analysis and Use Strategy for NorthPark Mall. **The intended outcome of this effort is to present a redevelopment strategy that will support a resilient and stable economic base for the City while providing viable shopping options in a thriving neighborhood context.**

The consulting team understands that it is critically important to the City to have a proactive strategy that addresses the vulnerabilities of the mall area, redefines its role relative to other retail corridors, and complements concurrent revitalization efforts throughout the community. By taking the proactive steps outlined in this report, NorthPark Mall is likely to see the success enjoyed by many other communities throughout the country that have adapted to the changing retail landscape.

Report Contents

Using a variety of data sources and methods, this report lays out a road map for realistic redevelopment of NorthPark Mall given market dynamics and retail trends. While this report is grounded in objective analysis of quantitative data, it goes beyond data tables to consider evolving retail trends, post-COVID impacts, and other challenges faced by older malls in today's real estate market. This report includes the following components:

- **Strategy and Recommendations**, including discussion of recommended strategies, conceptual drawings of potential redevelopment, and an implementation matrix.
- **Market Analysis**, (located in a technical appendix), including an assessment of the area's competitiveness within the region for attracting new investment, and the estimated future demand for retail and other development.

Executive Summary

Key Takeaways

The revitalization of NorthPark Mall offers significant promise for the City of Davenport. Transforming the mall into a dynamic, mixed-use hub creates opportunities to address various community goals, ranging from strengthening the city's economic base to increasing access to housing and public gathering spaces.

By collaboratively implementing the long-term strategies recommended by this plan, the City and the multiple mall owners can expect a successful repositioning of this community asset. This plan is grounded in the following key takeaways, based in analysis and engagement undertaken through the course of developing this plan:

- ➔ NorthPark Mall remains a regional hub for retail needs but is starting to lose volume.
- ➔ Despite overall flat growth in the region's population and economy, bright spots include stronger growth in more affluent communities and localized employment growth, especially in Davenport.
- ➔ NorthPark Mall stands at an inflection point, where proactive action in the nearer-term offers a better chance of realizing the envisioned future for the mall.

The vision for NorthPark Mall that guides this redevelopment strategy is:

"A vibrant, mixed-use destination and live-work-play district that evolves from its retail roots into a hub that offers something to all members of the community."

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Plan and Recommendations

Redevelopment Plan: The “Big Idea”

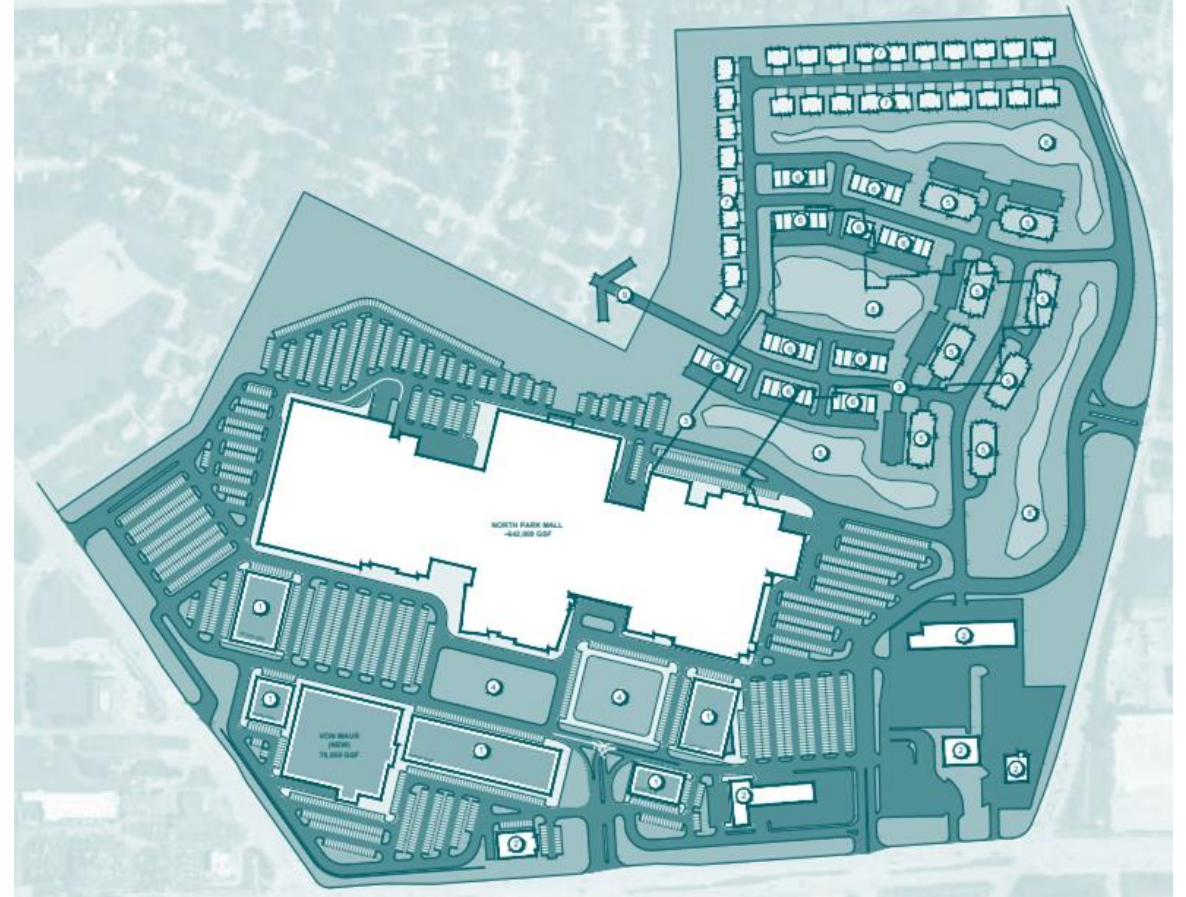
Vision for NorthPark Mall

The future NorthPark Mall is a vibrant, mixed-use destination and live-work-play district that evolves from its retail roots into a hub that offers something to all members of the community. The following redevelopment plan is based on the following three overarching strategies:

- **Right-Size the Mall:** the Mall may be near or even at an inflection point from which it may not be able to recover. By downsizing the mall’s space, the property faces less risk in maintaining desired levels of occupancy.
- **Create the Place:** Over the years, retail activity in Davenport has shifted to the east of the mall, partly due to infrastructure investments made in that area, such as I-74. To redefine the NorthPark area as one of Davenport’s great urban neighborhoods, investments in infrastructure and public space are needed.
- **Activate the District:** The larger trend in retail is to go beyond the provision of commodity goods and services towards specialty offerings that offer an experiential benefit. While densifying the use of retained space at the mall, it is advised to include “out of the box” concepts such as performing arts.

At right is a conceptual drawing of how a re-envisioning of NorthPark Mall—as outlined above and throughout the following discussion—could take shape.

NorthPark Mall Town Center Redevelopment Concept



Redevelopment Strategies

Strategy No. 1



Right-Size the Mall

As a precursor to undertaking other improvements to increase retail resiliency, it is recommended that the mall reduce its retail square footage. The mall faces a potential escalation in the loss of its tenants should occupancy continue to erode. By downsizing the mall's space, the property faces less risk in maintaining desired levels of occupancy.

The consulting team recommends that in the near term, the mall owner reduce its gross leasable area (GLA), leaving a portion of the mall site fallow for future redevelopment. Demolition should include all of the northeastern wings of the mall, between JCPenney and Von Maur. Stronger retail tenants in this area should be relocated to vacant spaces in the western wing of the mall. This would reduce the GLA of the mall by approximately 350,000 square feet. It is recommended that the remaining space be diversified through targeted recruitment of retailers and other uses.

Demolition at Southridge Mall, Des Moines IA

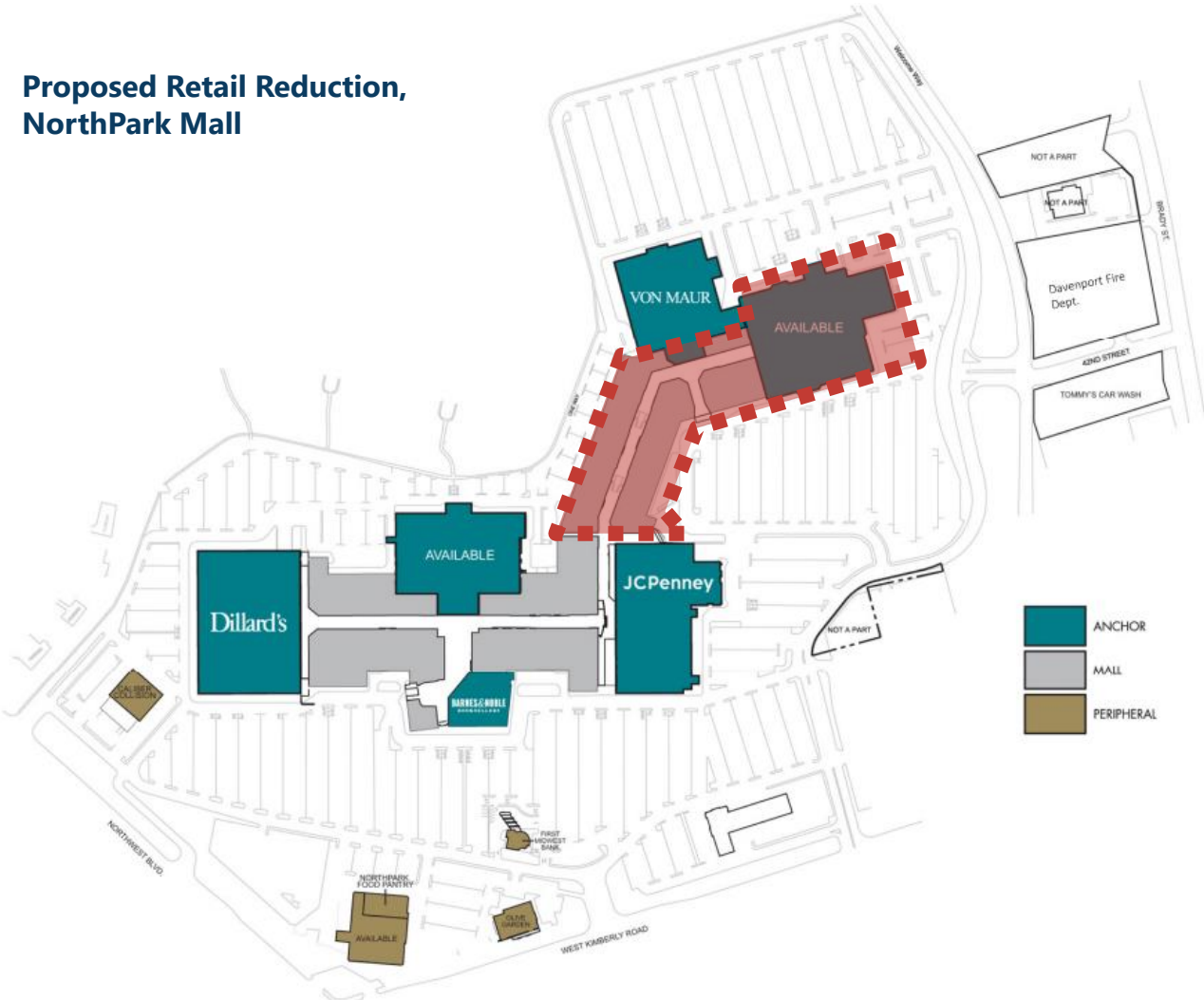
As part of Southridge Mall's redevelopment, over 300,000 square feet of interior mall space was demolished. More detail on this project appears on page 10.



Image source: KCCI Des Moines.



Proposed Retail Reduction,
NorthPark Mall



Proposed Retail Reductions

Pictured at left are the proposed reductions in existing retail space at NorthPark Mall, which would reduce GLA by approximately 350,000 square feet, removing about a third of the mall's existing retail space.

This space includes the Sears department store, which closed in 2018, and the wing connecting it to the rest of the mall. The concept plans, detailed further on pages 14-15, envision relocating Von Maur as freestanding development closer to the mall's entrance. It is recommended that other strong retail tenants in the demolished wing be relocated to vacant spaces on the mall's western side.

Reducing the mall's retail space will not only help prepare NorthPark for future redevelopment, but will increase foot traffic for existing stores and help prevent an escalation in tenant loss—a consideration that is detailed further on the following page.



Motivation to Act

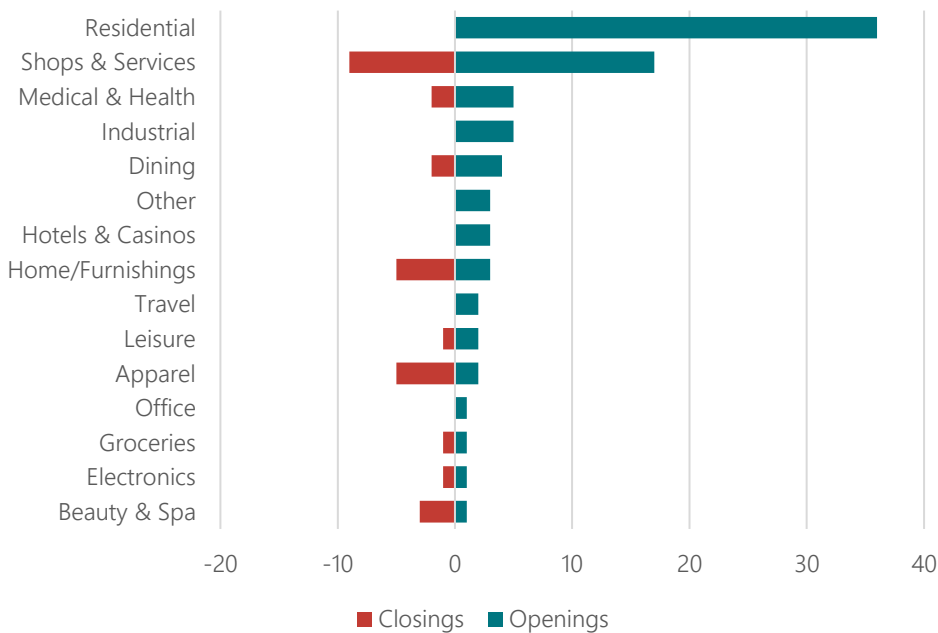
A document called a Declaration of Covenants, Conditions, and Restrictions (CC&Rs) spells out how different owners of the same shopping center will operate and manage the property cooperatively (shopping centers often have more than one owner, and NorthPark is no exception). Included among the various things CC&Rs spell out are the sorts of uses that are allowed or not, and under what conditions the various retailers are allowed not to operate their stores. The mall stores, which are all tenants operating under leases with Macerich, the primary mall owner, typically will have rights to close their stores if the mall is more than a certain percent vacant, or if some of the anchor department stores close (even those in buildings not owned by Macerich).

As a rule-of-thumb, once a mall exceeds 30% vacancy, retailers who remain begin to have self-help rights, including rent reduction and, unless the high vacancy rate is corrected within a certain time frame, the right to terminate their leases. This unwinding process is extremely difficult to reverse once it has started. NorthPark Mall is close to 30% vacant today.

Volatility for Retail in NorthPark Area

A review of recent openings and closings in the area shows that most recent development near the mall has been residential, and while retail accounts for the second-largest share, nearly half as many businesses closed as were opened in this time period.

Openings and Closures Within 5 Miles of NorthPark Mall, Oct 2022–Sept 2023



Source: Placer.ai, LCG.

Redevelopment Strategy: Right-Size the Mall



Local Mixed-Use Concepts

Local **desire for mixed-use concepts** exists, as evidenced by the planned 104-acre mixed use development on Veterans Memorial Parkway, which will include retail and a range of housing types.

Veterans Parkway and Eastern Project Concept Plan with Recommendations by City Staff



Image source: Quad City Times.

Case Study: Rethinking Retail

In Des Moines, Iowa, Southridge Mall’s sales had been in decline since the 2004 opening of Jordan Creek Town Center in West Des Moines. In 2012, mall owner Macerich partnered with the city on an ambitious redevelopment plan. To make way for a greater mix of uses on the 117-acre property, **nearly 300,000 square feet of retail space has been demolished.** Transformations include a new Des Moines Area Community College campus in the former JCPenney, a health club in the former Sears, a VA Clinic in the former Toys-R-Us, and a retail and a warehouse facility for web-based auction company NativeBid in the former Youngkers store.

Replacement of Retail with New Uses at Southridge Mall, Des Moines, IA



Image sources (clockwise from left): Hansen Co., Genesis Health Clubs, Des Moines Register.

Redevelopment Strategies

Strategy

No. 2



Create the Place

A maxim of redevelopment is that “capital follows talent; talent follows place; place needs investment.” The market analysis showed that over the years, retail activity in Davenport has shifted to the east of the mall. While case studies of mall redevelopment typically involve public investment in public spaces, the consulting team recognizes the opportunity cost inherent to investing in the mall versus other areas of the city. To add to this conundrum, the market analysis shows that retail and housing demand are unlikely to increase significantly enough in the future to suggest “growing our way out of the problem” as a viable solution.

Thus, **the advised approach for NorthPark Mall is to capture a larger share of the growth that is occurring in the Iowa Quad Cities — by redeveloping the site to become *THE* place to live and shop.** The first step in that process is the creation of a physical master plan that articulates the land use, infrastructure, and open space vision for the neighborhood.

Mixed-Use “Mosaic District,” Merrifield VA



Image source: H&R Retail.



Evolution of Retail

When shopping malls began to develop in the 1950s along with widespread use of automobiles, they replaced downtown districts that had previously served communities' commercial needs. In turn, department stores, which typically "anchor" shopping malls, began to face competition from discount retailers—as well as "big box" stores specialized in a particular retail category—in the decades following. By the 1990s, the contraction and consolidation trend of shopping malls was in full swing. In some instances, even traditional department stores (Kohl's being one example) began to abandon malls and join the big box stores in power centers.

Today, shopping malls and other brick-and-mortar retailers also face competition from e-commerce, which reached a new level during the coronavirus pandemic, with sales in early 2023 approximately 55% higher than early 2019. **The single factor that is most predictive of whether a mall will thrive or not today is how effectively it has differentiated itself from other shopping options.** Malls can differentiate themselves by including a range of uses—such as businesses serving everyday needs, specialty goods and services, as well as non-retail uses. Particularly for specialty goods, the physical environment and a sense of place in which these emotional purchases are made becomes increasingly important.

Placemaking Strategies

To redefine NorthPark as one of Davenport's great urban neighborhoods, the City and its partners will need to make investments to attract continued redevelopment. Design and architecture firm Gensler has identified "**activated landscapes**" as one of five principles for mall repositioning today, and "**an integral part of the value proposition for both new and repositioned buildings,**" rather than just an amenity. Types of placemaking strategies are outlined below, with specific recommendations for NorthPark Mall outlined in the implementation matrix in the following section.

- **Public spaces and parks.** Including outdoor, active community spaces, and the daylighting of the currently piped Candlelight Creek.
- **Streetscape improvements** (after streets are reintroduced), including street furniture and amenities.
- **Other placemaking**—including wayfinding signage, public art, and other ways of evoking a sense of "place."
- **Programming.** Ranging from hosting community events and festivals, to providing a home base for youth programs, and even including more retail-oriented activities such as pop-up shops.
- **Promotion as a Destination.** Through programming and in combination with other efforts above.

¹⁵ *Principles for Retail Center Repositioning.* Gensler, 2021.



Case Study: Lifestyle Center

First Colony Mall is a regional shopping mall located about 25 miles southwest of Houston that opened in 1996. Though it competed well with other nearby retail centers, the mall underwent an expansion process about a decade into its opening. Central to this effort has been the addition of an **open-air “lifestyle” wing** near the main entrance, anchored by a Barnes and Noble as well as a courtyard of restaurants.

Outdoor Spaces at First Colony Mall, Sugarland TX



Image sources: Visit Sugarland Texas,
Houston Suburb Realtor.

Case Study: Integration with Natural Space

Through redevelopment of a suburban shopping mall parking lot, the City of Seattle was able to **restore a portion of a creek** that had been buried since the mall’s construction during the 1950s. The Thornton Creek Water Quality Channel's construction and surrounding development, which began in 2009, has resulted in 530 units of housing, 50,000 square feet of retail space, 2.7 acres of public open space, and stormwater runoff benefits for the neighborhood.

Thornton Creek Restoration, Seattle WA



Image source: Seven Canyons Trust.

Redevelopment Strategy: Create the Place



What Could This Look Like at NorthPark Mall?

The consulting team explored alternative options for redeveloping NorthPark Mall, producing two concept plans that show potential development patterns and amenities that are feasible on the NorthPark Site.

Both concepts eliminate an estimated 374,500 gross square feet of existing mall footprint and relocate Von Maur nearer to the mall's entrance. The first concept replaces the demolished retail space with a mix of single- and multi-family housing. This concept seeks to cultivate a "Town Center" for the district, by incorporating a significant amount of public open space near the mall's entrance for public gatherings and events.

NorthPark Mall "Town Center" Site Concept



Redevelopment Strategy: Create the Place



Alternative Concept for NorthPark Mall

The second concept replaces the demolished mall space with a mix of single-family housing, multi-family housing, and mixed-use development. This concept seeks to grow into a “Main Street” for the district, through denser development than what is envisioned in the Town Center concept. Like the first concept, this vision transforms the retained retail space into more of an open-air format, through the incorporation of public spaces—and by moving one of its anchors, Von Maur, to a more central location.

These are conceptual exercises to explore how reconfigured retail and housing could be developed on the NorthPark site. Key details would need to be solidified through a master planning process.

NorthPark Mall “Main Street” Site Concept





Public-Private Partnerships

Public-private partnerships (PPPs) are “creative alliances” formed between a government entity and private developers to achieve a common purpose, such as the development of real estate.¹ There are many advantages to PPPs, including the development of community amenities and gap financing for projects that would be otherwise too risky for the private sector—though **the level of investment needed from the public sector is often minor**, typically at/under one tenth of the costs of development.

When considering a PPP, there are various factors for success to be aware of. The process can be more time-consuming than conventional development, partly due to public engagement requirements for the public entities involved. Developers need to be transparent with their financial projections, which helps build trust as well as an awareness of the risk that the private entities are taking on. Partners need to establish a clear decision-making process early in the relationship, and strategically leverage their respective strengths, such as favorable lending rates and/or taxation burdens. PPPs can be realized through a range of mechanisms, including expedited re-entitlement, development agreements, as well as joint master planning. Like any redevelopment, they can draw on a range of funding strategies, described further on the following page.

PPP Case Studies

PPPs have been featured in several successful mall redevelopments, such as Highland Mall in Austin, Texas, which featured a partnership between Austin Community College (ACC), which bought the mall, and developer RedLeaf Properties, LLC, which developed the area surrounding ACC’s new campus and mall anchor.²

In May 2024, suburban Detroit-based Lakeside Mall released plans for a billion-dollar redevelopment into a mixed-use town center. The project has received extensive public funding—including state funds for brownfield redevelopment and acquisition of closed anchors—as well as the creation of a new tax-increment financing district and the potential for funding via city bonds.³



Highland Mall, Austin (TX)



Lakeside Mall, Sterling (MI)

*Image sources: RedLeaf Properties,
Detroit Free Press.*

¹ *Successful Public/Private Partnerships*, Urban Land Institute 2017.

² *Repurposing Retail Centers*, NAIOP, 2018.

³ *Lakeside Mall to close July 1, paving way for \$1 billion redevelopment*, Bridge Michigan, 2024.



Financing Mall Redevelopment

Mall redevelopment involves significant upfront costs, which can include the costs of acquisition, demolition, reconstruction, infrastructure development, and tenant improvements. As with many redevelopment efforts, a range of public and private sources of financing are possible:



Local Sources. Potential local sources include general obligation (GO) bonds, revenue bonds, and the City's Urban Revitalization Tax Exemption Program. GO bonds are used for projects with citywide benefit, such as parks and transportation—while revenue bonds are more common for foundational infrastructure (e.g., sewer).



Tax increment Financing (TIF). TIF enables local governments to incentivize redevelopment by reducing property tax costs for development through reimbursements. One of the largest TIF districts in Iowa was created in 1997 to develop Coral Ridge Mall, which has supported 2,000 new jobs and has been credited with more than tripling the city's retail sales in its first decade.¹



State Sources. State sources may include Iowa's Reinvestment District Program, which provides a portion of state sales and hotel-motel sales tax revenues for reinvestment in approved districts, and Brownfield Redevelopment Incentives—which have been utilized in other mall redevelopments, such as Lakeside Mall in Michigan.



Private Sources. Many redevelopments utilize a range of private sources—including private equity and bank loans—to finance their efforts. The redevelopment of One Hundred Oaks Mall in Nashville, Tennessee leveraged a medical anchor's financing rate—which was lower than the developer could have secured—for its build-out.



New Opportunities. In light of public concern over declining malls and some malls' recent usage of pandemic relief funds to aid mall redevelopment, new sources of funding may come available from the federal government. In 2023, the bipartisan "Grayfield Redevelopment and Economic Advancement Through Effective Repurposing Revitalization of Shopping Centers" Act was introduced (but not passed), which would have provided additional federal subsidies for mall redevelopment.³

¹ Has TIF been successful for economic development in Iowa? The Gazette, 2018.

² Repurposing Retail Centers, NAIOP, 2018.

³ Cleaver, Salazar, Booker Introduce Bipartisan Bill to Revitalize Economically Distressed Shopping Centers, Boost Community Development, 2023.

Redevelopment Strategies

Strategy
No. 3



Activate the District

To create the vibrant destination envisioned by this plan, it is recommended that NorthPark be activated by incorporating mixed uses and competitive retail. The goal of activation is to drive as many people to the district as possible, as frequently as possible, and for as long as possible—which benefits retail by encouraging individuals to “linger longer.” The mall redevelopment case studies shared throughout this report all incorporated a mix of uses—including educational institutions, health care facilities, fitness studios, coworking spaces, and residential developments. It is recommended to also include community uses that activate the mall area in a more literal way, such as performing arts centers and farmers markets.

As for the retail space that is retained, the larger trend for brick-and-mortar is to go beyond the provision of commodity goods and services towards specialty offerings that offer an experiential benefit. This will be feasible after progress is made on the strategies outlined above (consolidation of retail space, public space improvements).

Mixed, Specialty, and “Active” Uses at Southdale Center, Edina, MN



Image sources: Wall Street Journal,
Southdale Center.



Underutilization of NorthPark Mall

A review of foot traffic data for NorthPark Mall shows visitor concentration to be highly concentrated on the weekends. NorthPark Mall’s visitation is highly seasonal as well, with June visits at about 60% of December’s for the past five years, compared to 90% for Iowa River Landing in the Iowa City metro. While these characteristics have been historically typical for suburban shopping malls, given the market pressures faced by retailers today, they also point to a **current underutilization of the mall’s space**.

Visitation at NorthPark by Day of Week and Time of Day

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10 AM	0.8%	0.7%	0.8%	0.8%	1.4%	1.9%	0.7%
11 AM	1.7%	1.4%	1.6%	1.5%	2.4%	4.1%	1.8%
12 PM	2.3%	2.0%	2.0%	2.0%	3.2%	5.9%	4.0%
1 PM	2.5%	2.0%	2.2%	2.1%	3.4%	6.8%	5.4%
2 PM	2.4%	1.8%	2.2%	2.0%	3.3%	6.9%	5.3%
3 PM	2.3%	1.9%	2.2%	1.9%	3.2%	6.6%	4.8%
4 PM	2.4%	2.2%	2.4%	2.2%	3.3%	6.0%	4.1%
5 PM	2.5%	2.4%	3.2%	2.4%	3.6%	5.4%	2.8%
6 PM	2.3%	2.2%	3.1%	2.4%	3.9%	4.5%	1.3%
7 PM	1.6%	1.6%	2.3%	1.7%	2.9%	2.9%	0.5%
8 PM	0.6%	0.6%	0.7%	0.6%	1.2%	1.1%	0.2%

Source: Placer.ai, LCG.

Case Study: Mixed Uses and Specialty Retail

There is a growing divide among malls, with the top 25% grossing \$750-1,200 sales per square foot, versus \$150-475 for lower-tier malls.¹ The \$400 million transformation underway at Southdale Center in suburban Minneapolis—the first enclosed mall in America—seeks to tap into the strong performance of top-tier malls. Redevelopment was spurred by an interest-free, \$5 million loan from the City, and began with an update of the mall’s interior and **redevelopment of parking space into a mix of uses**: luxury apartments, an extended-stay hotel, a Shake Shack, and home-goods retailer RH. Department stores have been replaced by a fitness center/co-working space, a high-end grocer, and a minigolf chain. **A new, fully-leased luxury wing is being built** where a P.F. Chang’s and Buffalo Wild Wings once stood.

Specialty Shops at Southdale Center, Edina MN



¹ The Southdale Center in suburban Minneapolis is getting a \$400 million face-lift. Wall Street Journal, 2024.
Image sources: Wall Street Journal, RH.



Projected Housing Demand

Presented here is the estimated demand for one type of non-retail use—housing. The market analysis showed that other uses such as health care and education are well-represented elsewhere in the region today, but it is recommended that their potential be revisited in 5–10 years.

Demand for new residential development is driven by population growth, which in turn is driven by expanding employment opportunities and/or a high perceived quality of life. That demand is triggered when new households form or change enough to require different living arrangements, e.g., when young residents move out or seniors downsize, when existing families expand or contract, and when individuals and families move into the market from elsewhere. In addition to population growth, the demand analysis presented here also accounts for the need to replace a portion of existing housing and to maintain healthy vacancy rates across housing submarkets.¹

Even assuming a continuation of the slow population growth seen in the Iowa Quad cities over the past decade, the region is expected to need nearly 1,900 additional units by 2034. Assuming the mall’s redevelopment incorporates ownership “middle housing” types such as townhomes and can tap into overall residential demand due to new employment opportunities in North Davenport (e.g., at Amazon), **it is estimated that the NorthPark Mall area can capture demand for approximately 350 of the new units in demand in the Iowa Quad Cities over the next decade.**

¹ See pg. 60 for a discussion of how this analysis differs from previous housing needs analyses.



1,894 net new households
about 190 per year

Generating demand for:



2,016 net new housing units
about 200 per year



Estimated NorthPark Capture:
353 net new housing units

Specialty Retail – Creating an Environment for Linger Longer

As discussed, over the years retail has migrated east from the mall, toward I-74. As part of understanding NorthPark Mall's prospects for competing within this environment, we recommend thinking about retail in a way that differentiates "commodity" retail uses and "specialty" retail uses:

- **Commodity** goods and services include those that we use every day, such as cell phones or scotch tape. They are the same regardless of the origin of purchase. For this reason, they are purchased without emotional connection by the consumer, and with the trade off between price and convenience being the primary decision-making function.
- **Specialty** goods and services are those that we splurge on, requiring discretionary income and time, such as designer clothes. The physical environment and a sense of place in which these emotional purchases are made becomes increasingly important.

The mall is not advised to try to compete with the city's newer shopping centers, which represent the commodity market. Instead, once reinvestment is underway, the mall can reposition itself to attract specialty retail uses, which are not as well-represented in the region.

Davenport Retail Center Comparables

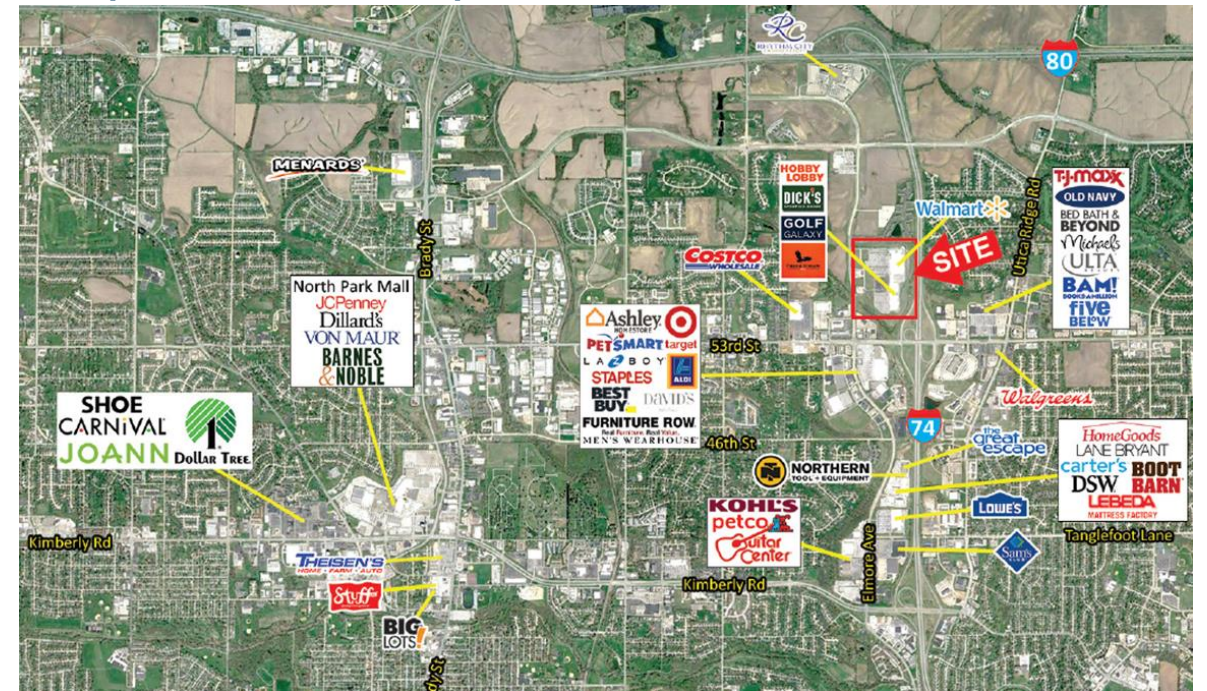


Image source: City of Davenport.



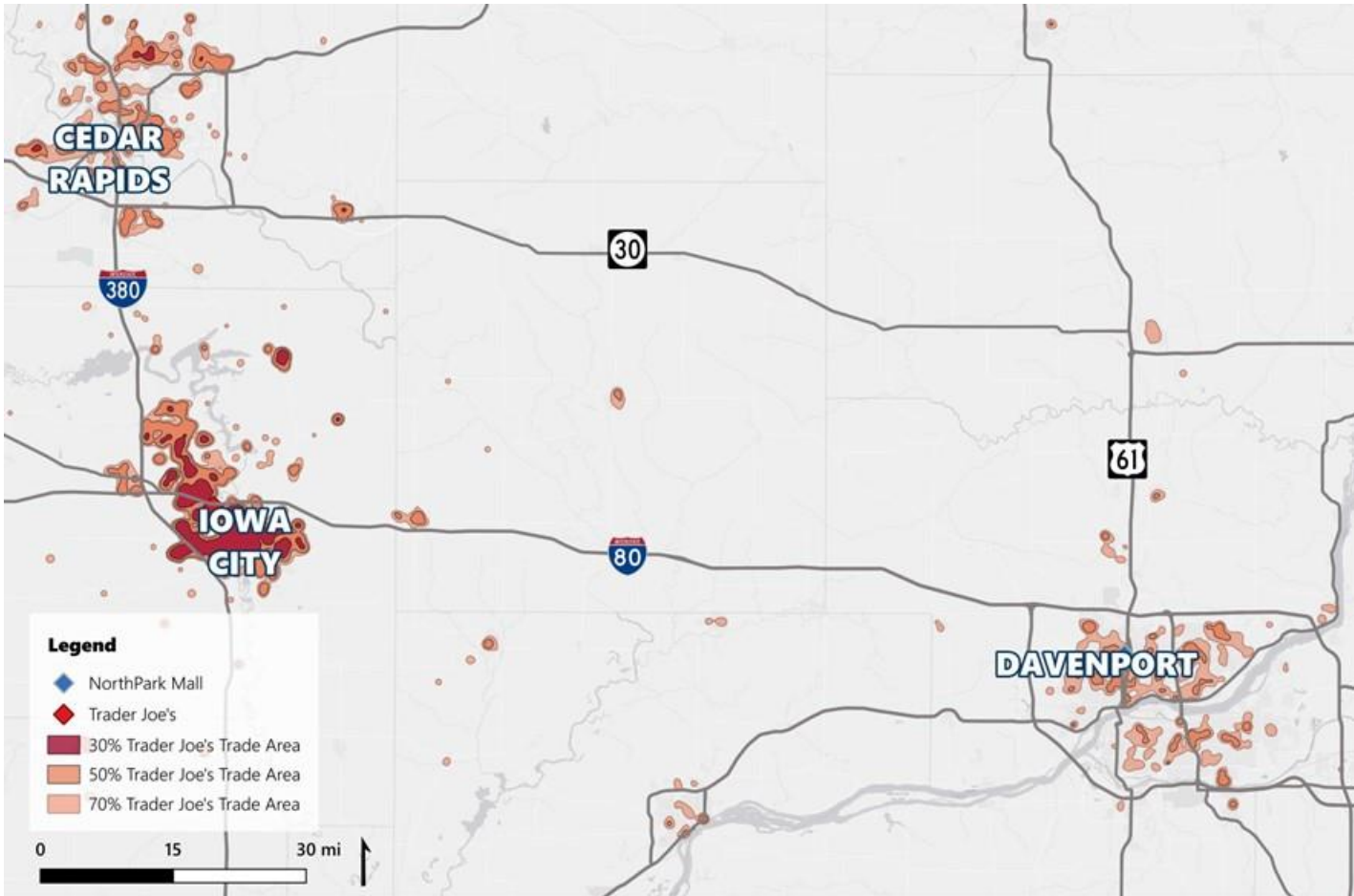
Activation in Mall Redevelopments

Trade area analysis for the nearest Trader Joe’s reveals a larger than typical market shed for a grocery store, which supports the argument for focusing on specialty uses.

Using the same anonymized cell phone tracking data from Placer.ai that was used to show time-of-day visitation for NorthPark Mall, it is possible to map the approximate home location for a retailer’s visitors. At right, the trade area associated with the Trader Joe’s located in Coral Ridge Mall in Iowa City is shown. Homes in the darkest-shaded areas account for 30% of all visits to the Trader Joe’s property over the past year. That area combined with the medium-shaded area accounts for 50% of visitors’ homes, and all shaded areas together account for 70%.¹

As shown, the Trader Joe’s customer base includes Cedar Rapids and the Quad Cities, located a 30- and 55-minute drive away, respectively—suggesting that **regional shoppers will travel a significant distance for truly unique retail.**

Trade Area for Iowa City Trader Joe’s



¹A retailer’s primary trade area is typically defined as the area where 70% or more of customers live. Source: Placer.ai, LCG.

Redevelopment Strategy: Activate the District



Experiential Element

A “community-centric mall must be a fun place to go, not just a place to shop,” according to a 2023 Forbes article on mall redevelopment. Furthermore, “dining options add an experiential element, but it needs more than that, such as park-like play areas for kids, interactive local art and museum exhibits, concert venues, lending libraries and sporting activities for various ages.”¹

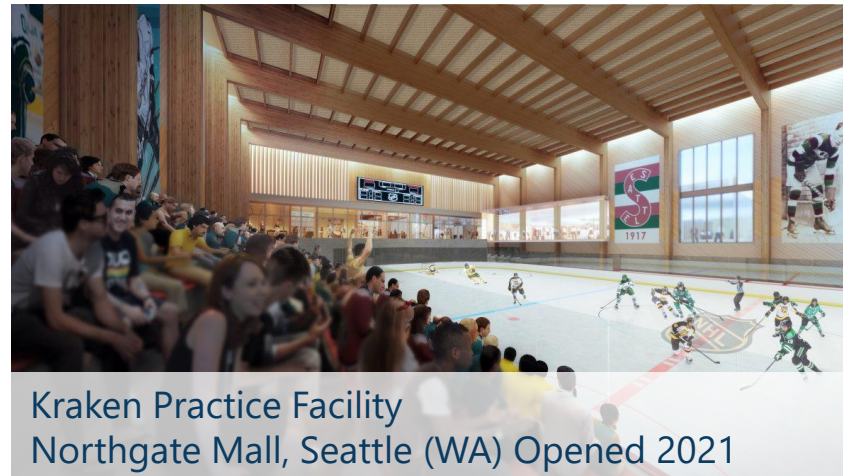
In the process of diversifying and strengthening NorthPark Mall’s tenant mix, **consideration of entertainment and other experiential uses will be key**. Potential options range from creative re-use of existing retail space for the performing arts to adding state-of-the-art, new facilities—such as Northgate Mall’s ice rink for Seattle’s professional hockey team. Programming without changes to the space—such as farmers markets and community events—can also have a significant impact with putting the mall on the map and should be a part of the nearer-term redevelopment strategy.



Northwest Classical Theater Collaborative
Lloyd Mall, Portland (OR) 2023



Community (Youth + Therapy Animal) Events
Southdale Center, Edina (MN)



Kraken Practice Facility
Northgate Mall, Seattle (WA) Opened 2021



Lakeline Farmers Market
Lakeline Mall, Austin (TX) Opened 2010

Image sources (clockwise from left): [HerelsOregon.com](https://www.herelsoregon.com), [Southdale Center](https://www.southdalecenter.com), [TexasFarmersMarket.org](https://www.texasfarmersmarket.org), [NHLtoSeattle.com](https://www.nhltoseattle.com).

¹ How To Bring ‘Zombie Malls’ Back To Life, Forbes, 2023.

Redevelopment Plan: Implementation

Implementation Matrix

This section includes proposed public and private actions that will support NorthPark Mall’s redevelopment. The proposed actions are based on an understanding of the mall’s context, derived through stakeholder interviews; an analysis of local market trends (detailed in the Market analysis in the appendix); and a review of mall redevelopment case studies. Actions are grouped under the strategies discussed above:

- Right-Size the Mall
- Create the Place
- Activate the District

In particular, the actions listed in the implementation matrix are intended to **address the challenges with currently underutilized space and the costs of redevelopment** that have been highlighted by the City and mall owner. Above all, the City and other stakeholders are advised to adopt an entrepreneurial approach to implementation—experimenting with the diverse array of actions suggested below. Some projects will fall into place and produce an impact early on, while others may face headwinds—but the overarching recommendation is to work towards a critical mass of small to medium-scale improvements in order to create a framework and quality of place to attract continued redevelopment.

Priority Next Steps

For each action, a high-level assessment of four key variables—lead actor(s), cost, estimated timeframe for implementation, and relative impact—are included to help provide a sense of the varying levels of complexity among the range of actions. With these variables in mind, the consulting team highlights the following actions as priority next steps in the redevelopment of NorthPark Mall:

RIGHT-SIZE THE MALL

- Demolish underutilized space

CREATE THE PLACE

- Create a Master Plan for redevelopment
- Begin planning for infrastructure, implementing regulatory actions, and exploring partnerships to promote housing development at NorthPark

ACTIVATE THE DISTRICT

- Program with events and activities (farmer’s markets, outdoor events)
- Adapt existing retail spaces into community performing arts venues
- Recruit experiential retail and dining

Redevelopment Plan: Implementation

	Lead	Cost	Timeline	Impact
Right-Size the Mall				
Demolish underutilized space to reduce GLA at NorthPark Mall, reserving for future redevelopment. Implement horizontal development needed for future development.	Macerich, City	\$\$\$	1–2 years	High
Relocate lower and less compatible uses elsewhere, and be selective about what is allowed, particularly on outparcels as they set the tone for the overall project.	Macerich	\$	1–2 years	High
Ensure vacant spaces are not nuisances; enforce codes to ensure that buildings are well-maintained and don't contribute to blighted appearance of mall.	City, Macerich, other property owners	\$	1–2 years	High
Create the Place				
Create a Master Plan for redevelopment and public improvements at NorthPark Mall, utilizing Town Center and Main Street Site Concepts provided through this plan as input for beginning the planning process.	City, Macerich	\$\$	0-1 years	High
Begin planning for infrastructure, implementing regulatory actions—such as zoning code changes—and exploring partnerships to promote housing development at NorthPark.	City	\$	0–2 years	High
Create a TIF district and secure other funding to construct public infrastructure.	City	\$	1-3 years	High
Create a framework for a new neighborhood by reorganizing vacant land; adding internal roads and pedestrian improvements. The end result will be a new local street network that frames development opportunities for housing and other uses as buildable blocks.	City, Macerich, future developer(s)	\$\$\$	3-5 years	High
Invest in public space improvements such as daylighting the creek, pedestrian pathways, lighting, and outdoor gathering spaces.	City	\$\$\$	5–10 years	High
Make active transportation improvements to connect with the Goose Creek Connector trail at 46 th Street.	City	\$\$	5–10 years	Medium

Redevelopment Plan: Implementation

	Lead	Cost	Timeline	Impact
Activate the District				
Drive reasons to visit NorthPark regularly with a “destination programming” approach inside and outside the mall including movies in the park, outdoor concerts, swap meets, farmers markets, and other community building events.	Macerich, City	\$	0–1 years	High
Adapt existing retail spaces into community performing arts venues to reinforce regular and frequent visits.	Macerich, City, Davenport Junior Theater	\$\$	0–1 years	High
Activate NorthPark through the recruitment of experiential retail, dining, and recreation/sports-oriented activities (e.g., indoor pickleball, indoor basketball, bowling, minigolf, go karting, etc.).	Macerich	-	0–2 years	High
Identify sources of funding for incentives to promote non-retail activating uses at NorthPark.	Macerich, City	\$	1–2 years	Medium
Transform NorthPark into a mixed-use district with housing. Once infrastructure is in place, partner with housing developers and/or sell land for development of market rate housing, senior housing, affordable housing, and other residential types at a range of price points and densities.	Macerich, City, future developer(s)	\$	1–5 years	High
Focus on creating more of a Main Street environment that combines daily needs and commodity uses (food/drug store) with destination specialty uses, including food and beverage, fashion, fitness, and entertainment.	Macerich	-	5–10 years	High
Attract educational uses at NorthPark in partnership with local K-12 and postsecondary education providers.	Macerich, City, education providers	\$	5–10 years	Medium
Attract health care uses at the mall in partnership with providers.	Macerich, City, regional medical providers	\$	5–10 years	Medium

Redevelopment Plan: Costs of Inaction

Uncertain Future of Malls

In 2022, retail consulting firm **SiteWorks** projected that in ten years, **approximately 150 of the country's 700 remaining malls would be left**, following a prediction from Coresight Research in 2020 that 25% of the country's malls would close in the next five years.¹ According to Ellen Dunham Jones, director of the Urban Design Program at Georgia Tech, a third of malls have already undergone a transformation—most commonly, into offices—with health care and education representing the second most common adaptive re-use.²

The coronavirus pandemic accelerated shopping behavior changes that were already underway, including online shopping, and traditional shopping malls are at particular risk due to growing preference for quick shopping trips closer to home. **Without proactive action, NorthPark Mall is likely to see continued loss of anchors and tenants and declining sales volume, which could ultimately present an economic liability for the City.** While the City's general fund revenues are more reliant on property taxes, sales tax revenue plays an important role through its usage (60% of local sales tax collection) for property tax relief.

¹ *The decline of the American mall has left just 700 still standing. Soon there may be just 150 left.* Business Insider, 2022.

² *After Shoppers' Habits Have Changed, Malls Try to Figure Out What Comes Next.* NPR, 2023.

³ *Eastgate Mall purchased by property group; new owners plan to 'reposition' the shopping center.* WCPO 9 Cincinnati, 2023.

Case Study: From Anchor Loss to Bankruptcy

Eastgate Mall in suburban Cincinnati came under bank possession after then-owner CBL Properties declared bankruptcy in November 2020. Though **the pandemic was cited as the reason for the bankruptcy, previous warning signs included the 2015 transformation of its Dillard's into a clearance center and the Sears closure in 2019.** In July 2023, Union Township hired a master planning firm to determine the best use for the mall, and in September the mall was bought by a real estate developer.³ One challenge for Eastgate is aligning its 11 owners, including Kroger, which purchased the former Sears in 2021, and intends to open one of its new larger-format "marketplaces" in the space. As of May 2024, demolition of the Sears is underway, but the timeline for overall redevelopment is uncertain.

Eastgate Mall, Cincinnati OH

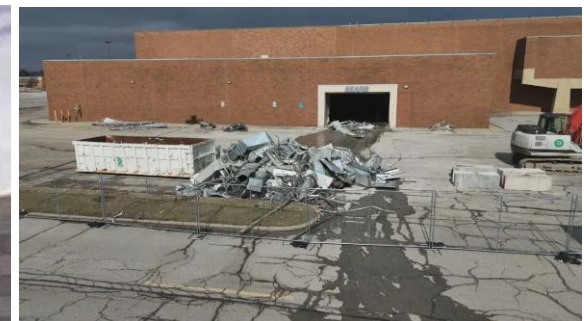


Image sources (from left): Cincinnati Business Courier, Local12.com.

Redevelopment Plan: Costs of Inaction

Resilience Strategies

Resilience is the ability to prepare and plan for, absorb, recover from, and more successfully adapt to adverse events. Resilience strategies include the following:



Leverage community assets. NorthPark is an important asset because of its location and history, as an economic and workforce driver, and for fostering the local social network.



Redefine how and where we build. The market has already favored East 53rd St./Elmore for retail. The City can use zoning and investment (in infrastructure and where community resources are located) to redefine NorthPark's purpose in the community.



Build the business case. Rethink NorthPark in parts at a neighborhood scale, and with better risk-adjusted returns than there might be if approached at a larger scale.



Maximize co-benefits. Tailor approaches to respond to social, environmental, and economic needs in the community. For instance, by creating new cherished public spaces, incorporating green infrastructure, and growing new jobs/tax revenue.



Price in the cost of inaction. The costs of not investing in resilience and risk reduction must be priced into the decision-making process.

The following questions must be addressed in developing a resilience strategy:

- *How can public policy positively affect the cost/benefit analysis?*
- *Who should lead the effort?*

Redevelopment Plan: Costs of Inaction

Resilience Case Study

Belmar in Lakewood, Colorado was built in 1966 as Villa Italia, a regional mall located 4.5 miles outside of Denver. In terms of size (104 acres, 1.2 million square feet of commercial space) Villa Italia was only a bit larger than NorthPark.

In the early 2000s, Villa Italia was struggling due to increasing competition from other centers and changing retail formats. **With significant community input, the City of Lakewood began to re-envision how Villa Italia could be renovated or redeveloped.**

Villa Italia, Lakewood CO



Image source: Denver KMGH-TV Channel 7.

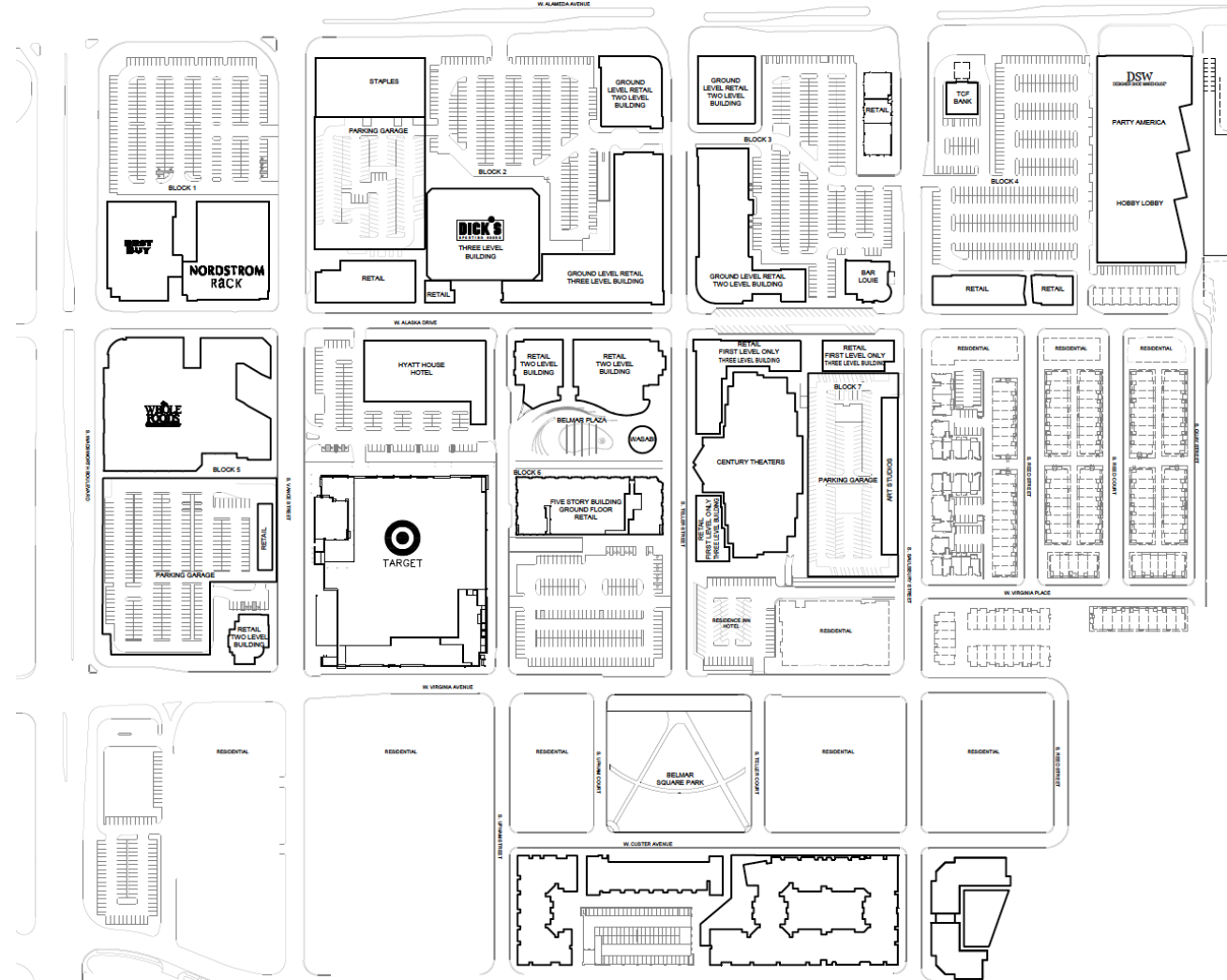
Redevelopment Plan: Costs of Inaction

Belmar After Redevelopment

The developer decided to divide the 104-acre property into a 22-block, 3.5 million square foot mixed-use, **pedestrian-friendly downtown district** including a 900,000 square foot open-air mall, 269,000 square feet of offices, green areas, and 1,300 for-sale single-family residences, townhouses, hotels, and condominiums and apartments.

The Belmar redevelopment is considered a **public-private partnership**, in which the City and private developers (Continuum Partners of Denver) both took on important roles and responsibilities. The primary ways in which the City provided financial support to the project have been through a Public Improvement Fee (PIF, a remittance of sales taxes to the project) and Tax Increment Financing (TIF, directing property taxes towards the project).

Belmar Site Map, Lakewood CO



Redevelopment Plan: Costs of Inaction

Belmar After Redevelopment

Many mall renovations and mixed-use redevelopments have been completed in places that have a milder or warmer climate than the Quad Cities area. However, Lakewood is also a “four season” place, and the **City of Lakewood and Belmar developers see the seasons as an opportunity for people to gather**—for ice skating in the winter or the Italian Festival in the summer.

As shown at right, **the fiscal impacts of Belmar’s redevelopment have been significant**, with the total property valuation now nearly ten times what it had been previously. Though the square footage of retail was reduced, overall development, mostly residential, is nearly triple what it was previously.

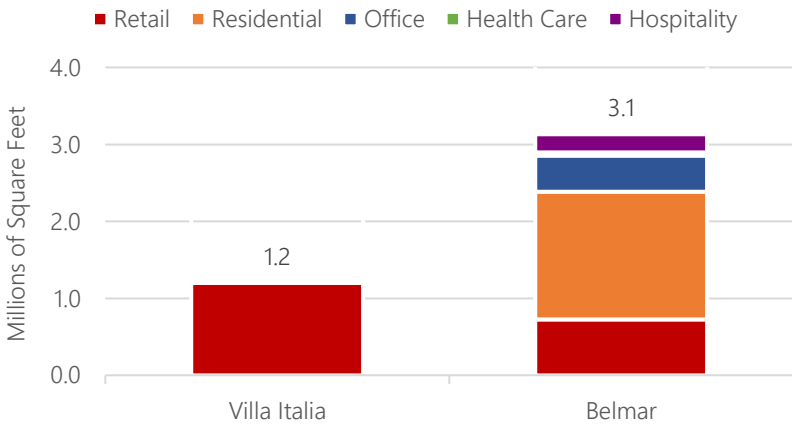
Seasonal Events and Activities, Belmar Mall, Lakewood CO



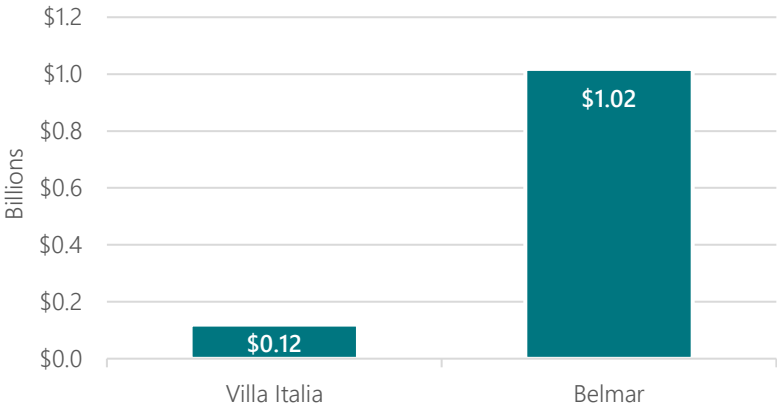
Image sources: Colorado Tourism Office, Visit Denver.



Square Feet of Development by Type



Estimated Total Property Value



CONCLUSION

Successful redevelopment of NorthPark Mall holds enormous potential for the City of Davenport. The mall's redevelopment into a vibrant, mixed-use destination presents the opportunity for meeting many community needs—including housing, new public gathering spaces, everyday shopping, as well as new niche shopping experiences.

Through long-term, concerted action by multiple stakeholders as outlined above, the consulting team expects that the City and mall owner will enjoy benefits similar to those seen by the many other communities that have pursued mall redevelopments over the years.



Appendix

Market Analysis

The following section analyzes local and national market trends to determine a baseline of market demand for different potential uses of the NorthPark Mall property. To assess market demand for different uses, this analysis includes statistics about demographic and employment trends, inventories of existing supply by development type, key indicators in the commercial real estate market, and current and projected local retail spending.

Market Analysis Key Takeaways

Key Takeaways

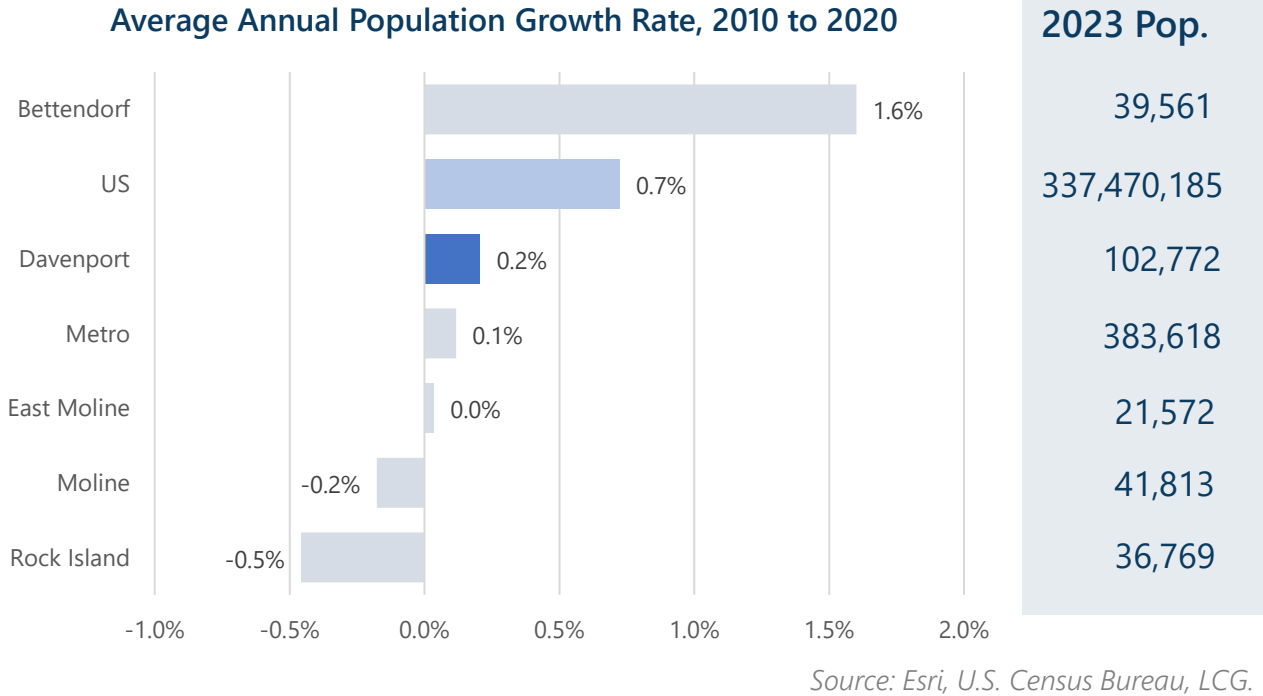
- **Regional population and economic growth are sluggish.** Yet, Davenport has continued to see consistent demand for new housing, and new industries such as healthcare are on the rise. Portions of the Quad Cities metro that are growing have characteristics considered favorable by retailers and developers, such as higher incomes and levels of educational attainment.
- **Higher-income households and spending, as well as development have shifted to the east of NorthPark mall and other parts of the city.** Most recent retail, residential (both multifamily and single family), and mixed-used development in the metro has been focused near I-74, in Bettendorf, and on the riverfront.
- **NorthPark Mall still has a regional customer base but is losing visitor volume.** The mall is nearing 30% vacancy—a critical threshold that may lead to additional tenant loss. Furthermore, minimal future growth in retail demand is projected if slow population growth continues.
- **Alternative uses common in mall redevelopments are already well-represented in the city.** This includes apartments, secondary education, grocery stores, sports complexes, faith institutions and libraries. However, a review of retail trends, location data analytics for regional retailers, and mall redevelopment case studies suggest a path forward for NorthPark Mall.



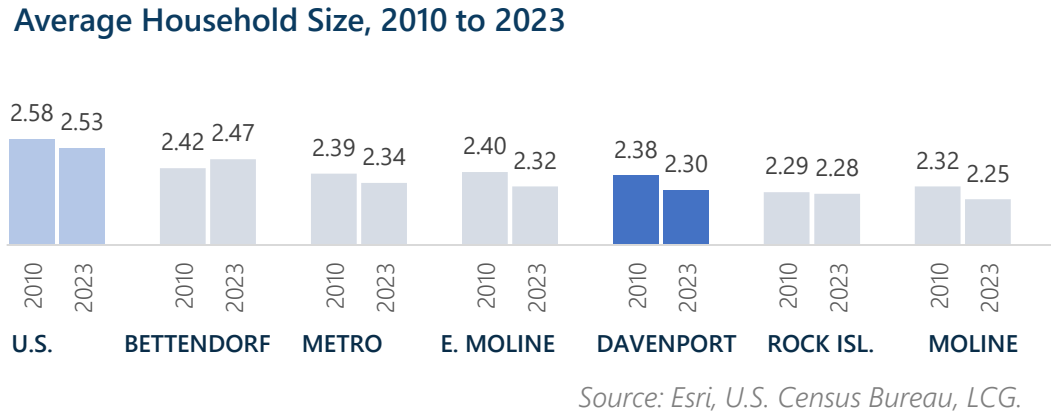
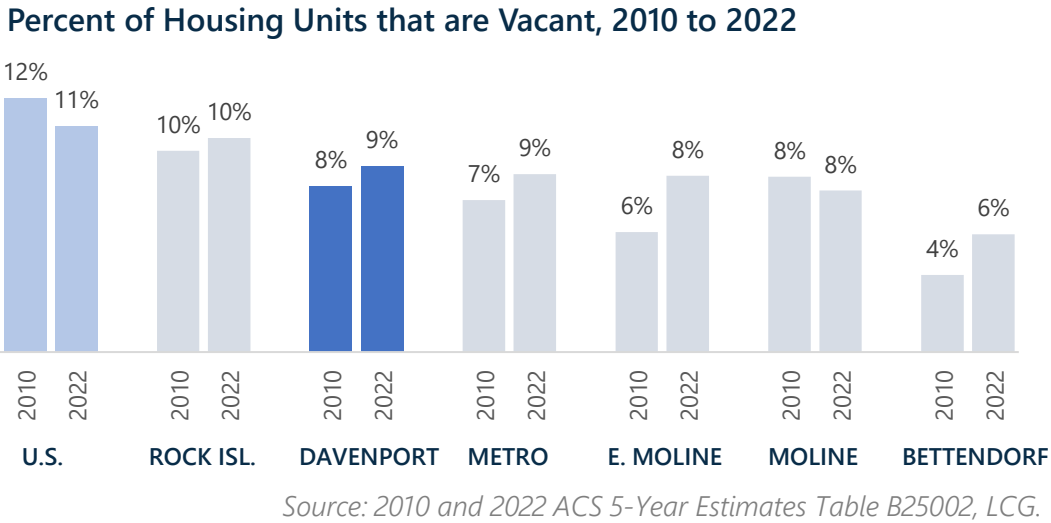
Image source: Macerich.

DEMOGRAPHICS

Davenport has slower population growth than U.S., but vacant units and smaller households help drive continued demand for retail and housing.



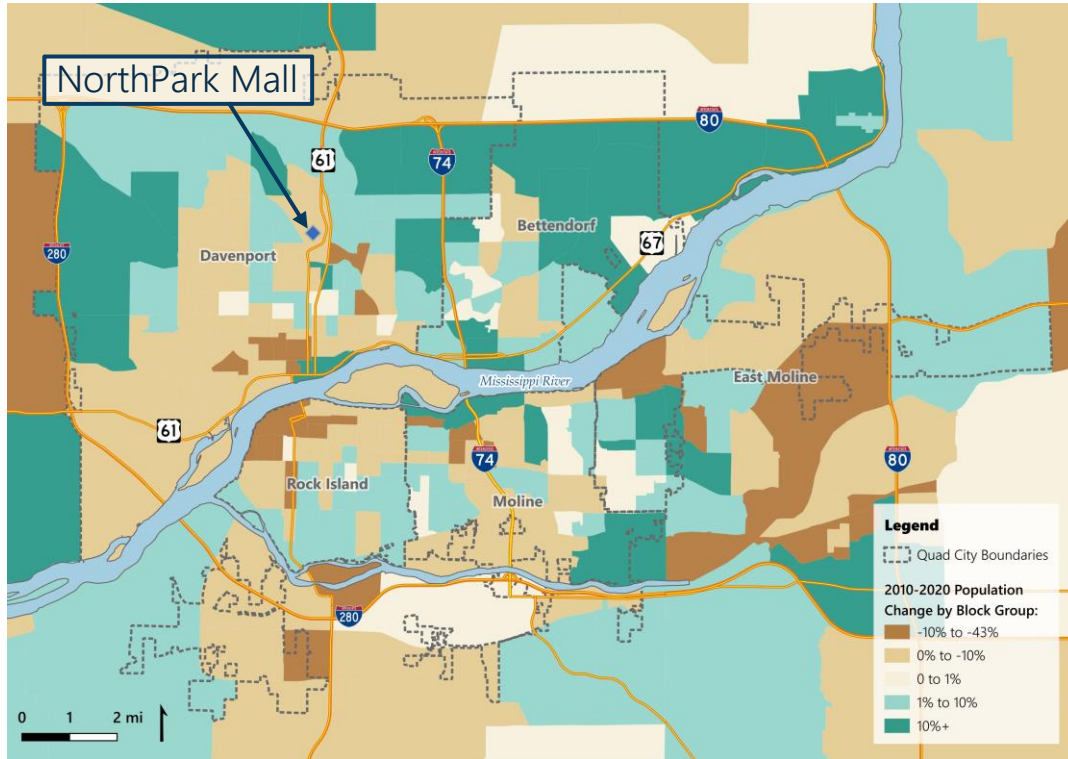
Over the past decade, Davenport’s **flat population growth** of 0.2% was still above most of the metro except Bettendorf. Compared to the region, Davenport has **more residents moving in from out of state**—with 3.5% of residents having moved from another state in the past year. Davenport household sizes in 2023 run **smaller than most of the metro**.



DEMOGRAPHICS

Growing areas in the Quad Cities are more highly educated, a demographic that is considered favorable among retailers and developers.

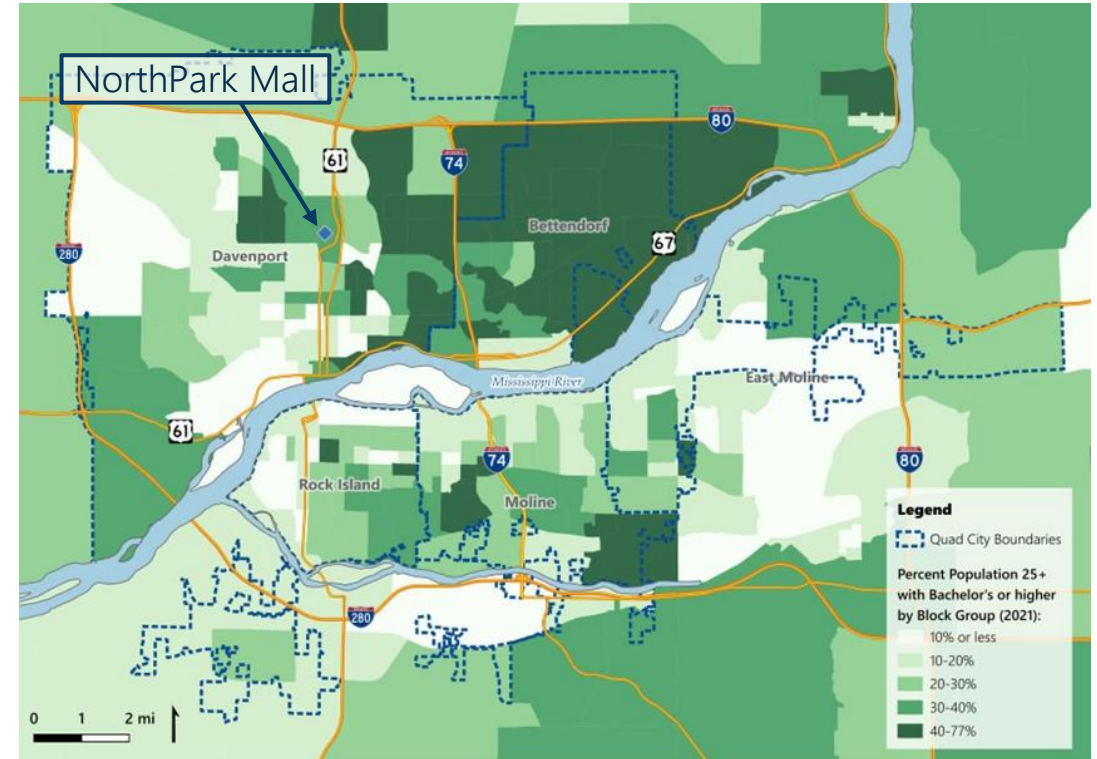
Population Change 2010 – 2020 by Block Group, Quad Cities



Source: 2010 and 2020 Decennial Census, Table P1, LCG.

Population growth is a key indicator for retailers and developers when considering whether to invest in a community. As discussed, Davenport has seen relatively flat growth over the past ten years citywide—though, as seen in the map above, **areas near the mall and in Bettendorf have experienced growth.**

Population Over 25 with Bachelor's Degree or Higher, Quad Cities 2021

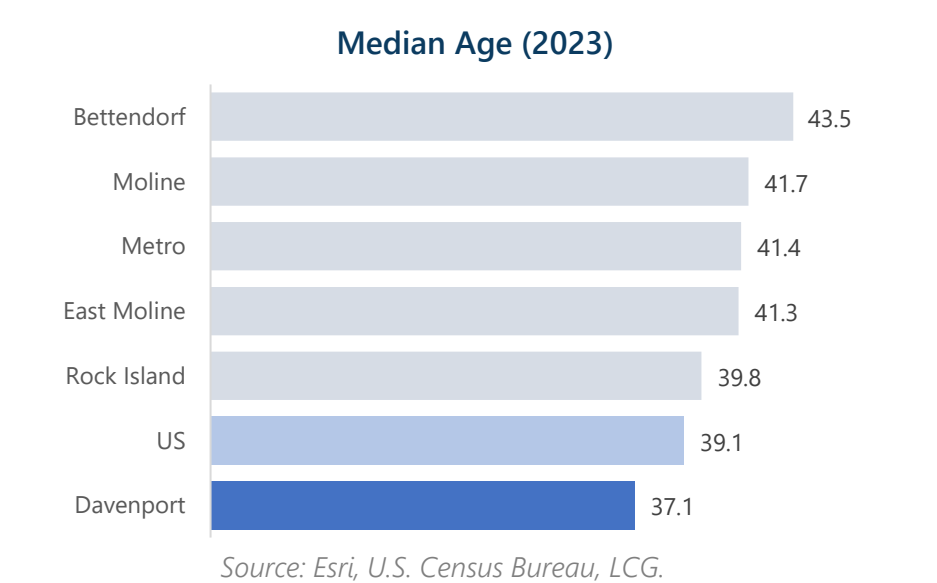


Source: 2020 American Community Survey 5-Year Estimates, Table S1501, LCG.

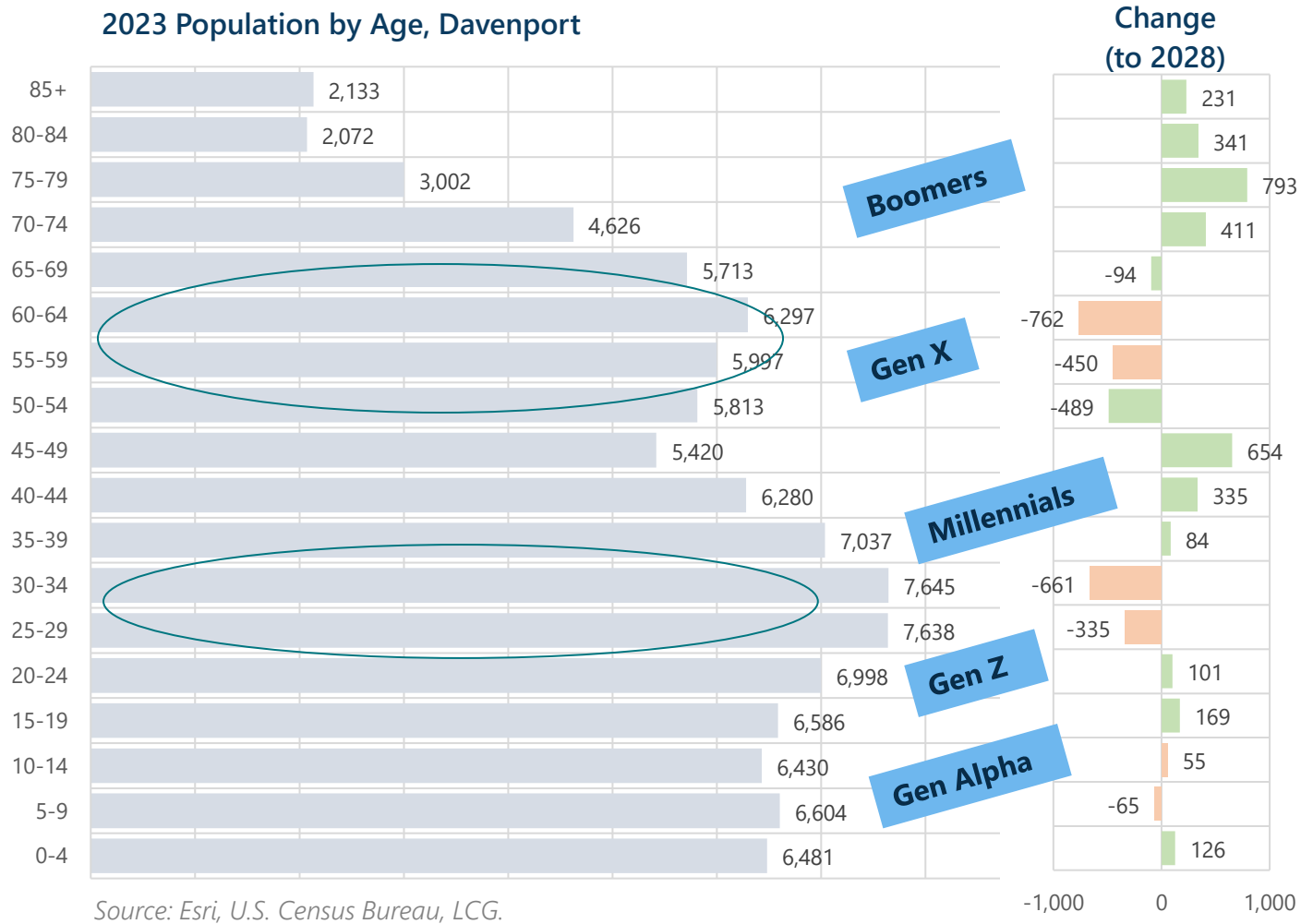
Furthermore, though data shared later in this report shows Davenport to have a lower proportion of college-educated residents—another characteristic considered by retailers and developers—**faster-growing areas near the mall had a higher concentration of college-educated residents in 2021.**

DEMOGRAPHICS

Davenport is the youngest of the Quad Cities, but near-term increases in Millennials (entering 40s) and Boomers (entering 70s) will help shape new demand for retail and housing.



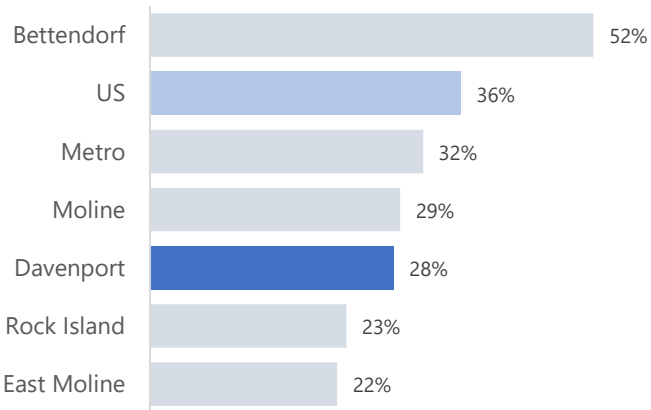
Median age across the region is older than the U.S. as a whole except for Davenport—with a median age of 37.1, in 2023. Over the next five years, the 40-something age bracket is projected to grow by 1,000, and the 70+ population by 1,780. Growth in these cohorts may suggest potential demand for specific types of goods, services, and housing—such as family-oriented businesses, “move-up” housing, and senior housing.



DEMOGRAPHICS

Davenport has lower median incomes and levels of education attainment compared to the region and country, which is seen as less favorable by retailers and developers.

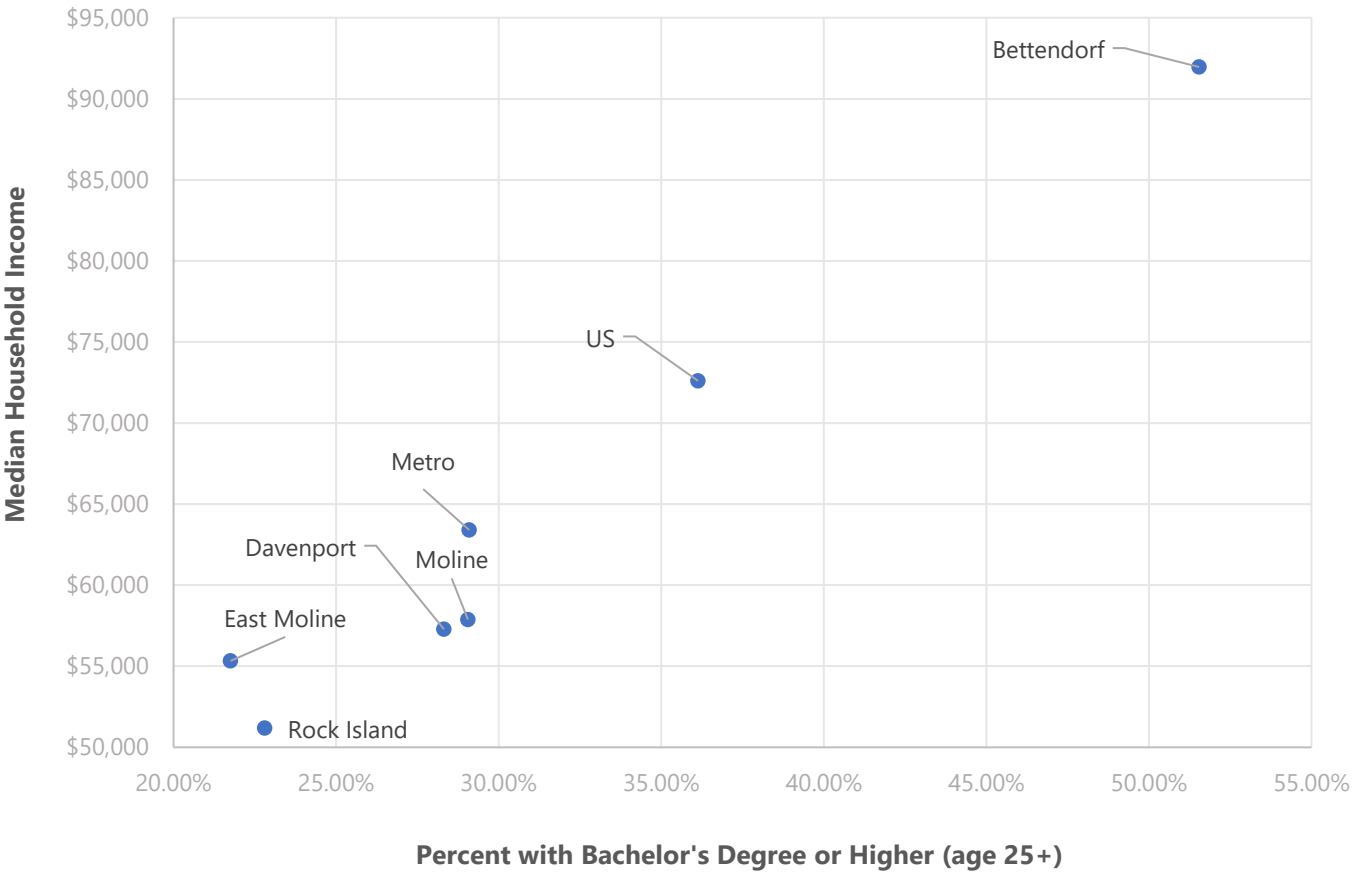
Percent of residents aged 25+ with Bachelor's degree



Source: Esri, U.S. Census Bureau, LCG.

Davenport's median household income (MHI) – **just over \$57,000** – is significantly below the metro's \$83,000, suggesting lower spending power for residents in the city—though the malls' market profile shows a slightly higher MHI of \$63,992 for its primary trade area. Lower incomes correlate with lower educational attainment rates seen in the city. Both income levels and formal education attainment shape product and brand preferences and are considered by retailers and developers in their location strategies.

Income and Education Levels of Davenport and Comparison Geographies, 2023



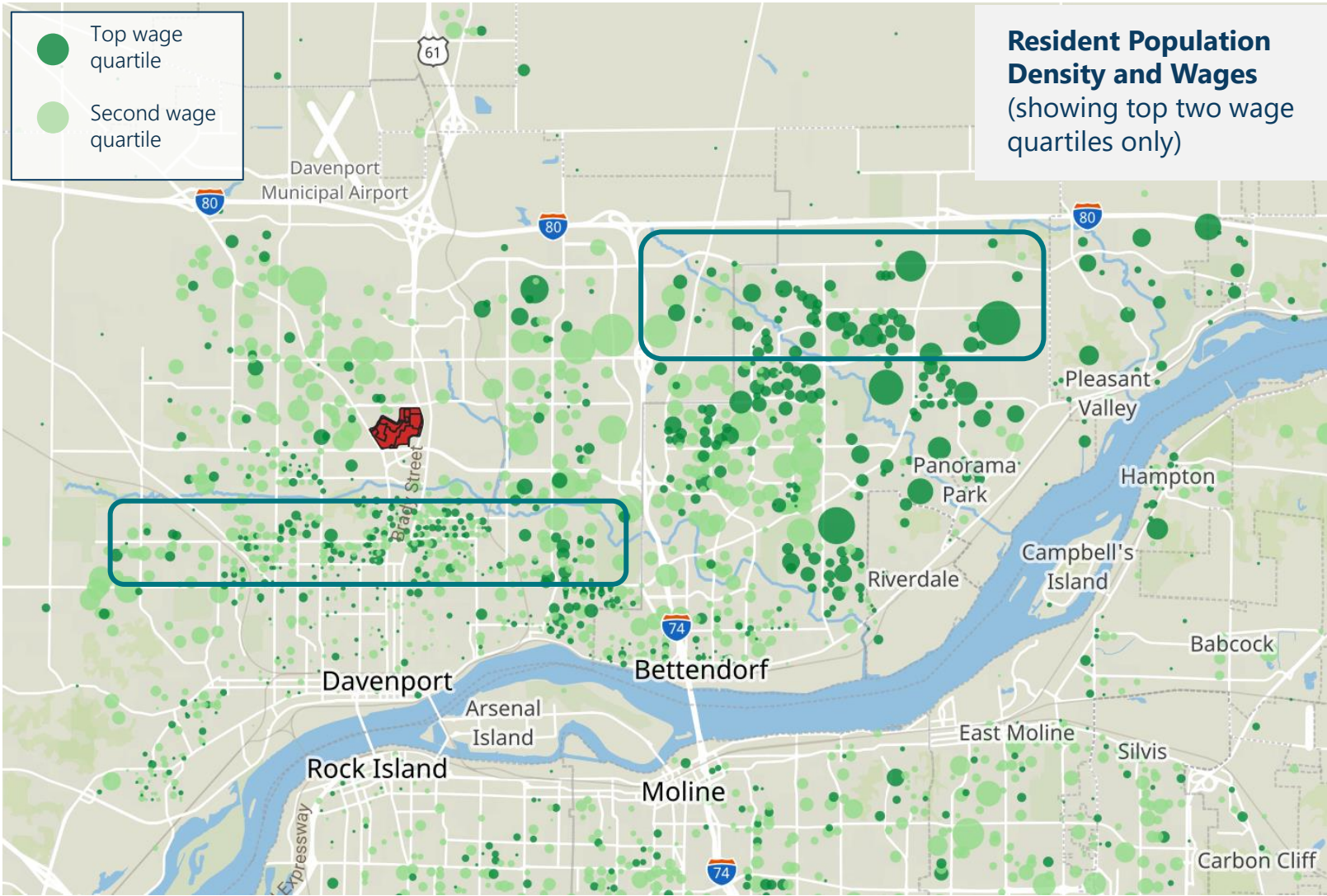
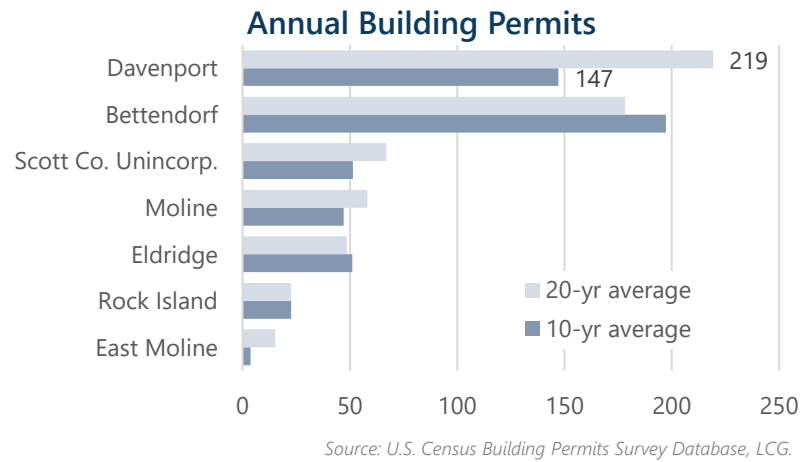
Source: Esri, U.S. Census Bureau, LCG.

DEMOGRAPHICS

Despite lower incomes and slow growth, Davenport has led the metro in housing development over the past 20 years and has a larger number of higher-income households than elsewhere in the metro.

As shown in the map at right, Davenport midtown has more mid-range earners, while northeast Bettendorf is highly concentrated in the upper range. **While northeast Bettendorf area has a higher *share* of top earners & college degrees, Davenport midtown has slightly more of each, in absolute terms.** As shown below, despite sluggish population growth, **Davenport is still building housing**, averaging 150-200 residential permits per year over the past two decades.

About half of midtown Davenport residents also work in Davenport, and 26% of workers living in midtown are under 30 years of age.

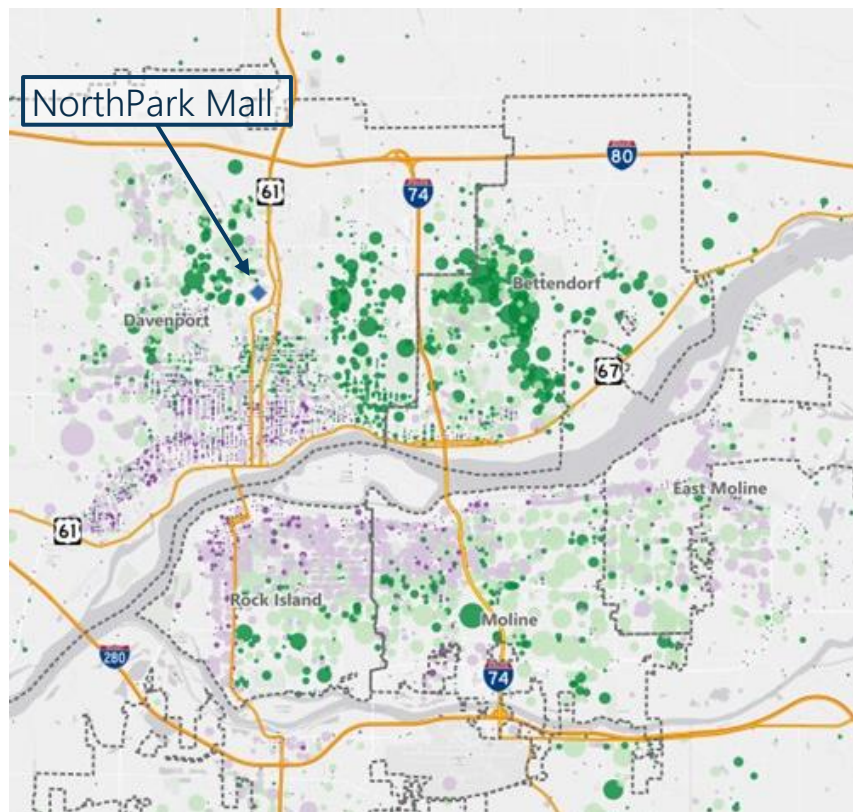


DEMOGRAPHICS

Rooftops and spending power have shifted away from the north and east of the NorthPark Mall area over the past 20 years. Retailers look to income and education as primary indicators of where retail growth is feasible.

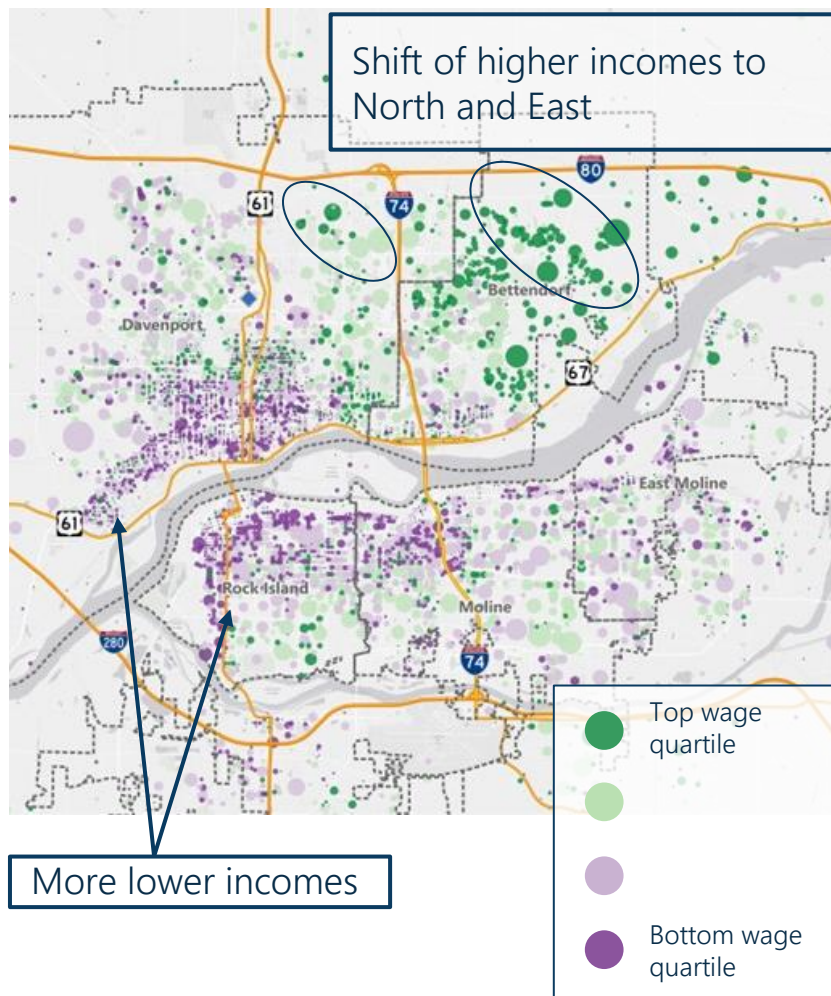
Population Density by Wage Level, Quad Cities

2002



Source: U.S. Census LEHD/On the Map, LCG.

2020

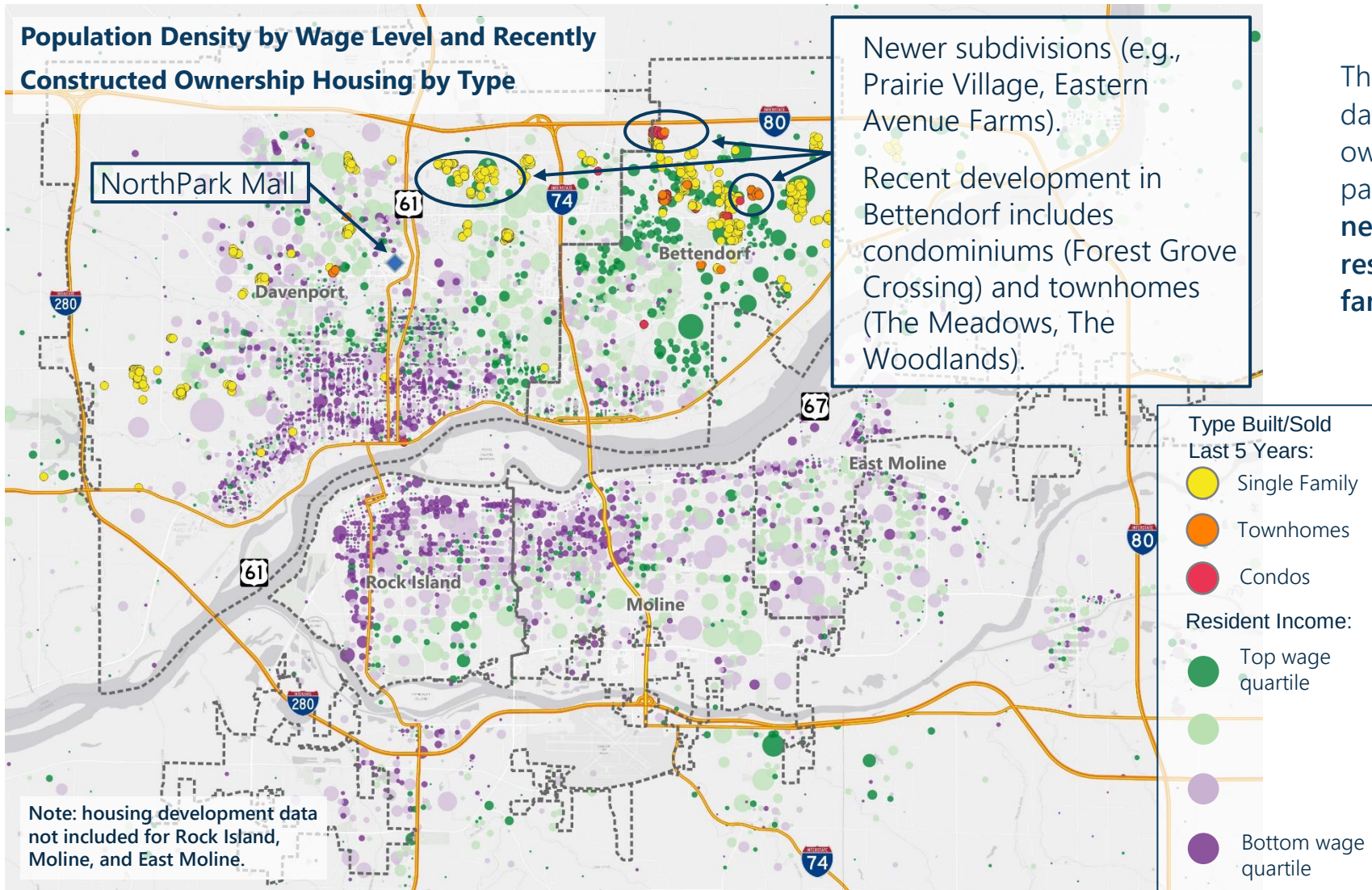


The maps at left provide a fine-grained look at socioeconomic distribution of workers in the Quad Cities, with green dots representing census blocks with a higher percentage of residences of higher-earning workers, or those paid roughly \$40,000 or more annually. Larger dots represent larger concentrations of worker residences.

Since 2002, **higher-paid workers in the region have declined in northern and eastern Davenport near the mall and the Illinois cities. Higher-income residents have spread out into the northern and eastern areas of the region.** These long-term shifts indicate that it is unlikely that NorthPark will be able to recapture much, if any, of the retail volume that it has lost.

DEMOGRAPHICS

Higher-income household migration aligns with new ownership housing development, including townhomes and condos in Bettendorf.



The map at left overlays the income data shown on an earlier page with ownership housing built and sold in the past five years. **There is an overlap of new pockets of higher-income resident growth and new single-family housing development.**

Source: U.S. Census LEHD/On the Map, Redfin, and LCG.

ECONOMY/EMPLOYMENT

The Quad Cities region has seen a contraction in employment for key sectors over the past decade—particularly retail—but has also experienced growth in other industries, including education.

Between 2010 and 2021, Quad Cities employment fell by 4%, from 197,902 to 190,617, according to U.S. Census data. More recent employment data for Scott County, however, captures the continued post-pandemic economic recovery, showing an increase of about 4,300 jobs from 2010 to 2022.

As shown in the chart displaying U.S. Census data at right, employment for the top sector, **manufacturing, was flat** during this period, seeing expansions for some employers such as 3M alongside layoffs at others (e.g., John Deere). The second largest employment sector, **healthcare, had slight losses during the decade, but continues as a prominent industry for the region**, having displaced retail as the second-largest source of employment over the longer run of the past 20 years. **Retail experienced the most significant job loss** during this time period, as seen in many communities as they struggle to adapt to the rise of e-commerce and other shifts affecting this sector. **Education presents a bright spot, having added 1,230 jobs during the decade, due to expansions such as Scott Community College’s development of a new campus in downtown Davenport in 2017.**

Since 2021 (and, thus, not shown in the table at right), Davenport itself has seen significant job growth in manufacturing, including 1,400 jobs from a new Amazon distribution center and expansions at Sterilite, Kraft-Heinz, and others. This **recent growth in the city’s north end positions NorthPark well for future housing development as well as its continued role as a commercial hub.**

Change in Employment by Industry 2010–2021, Quad Cities*

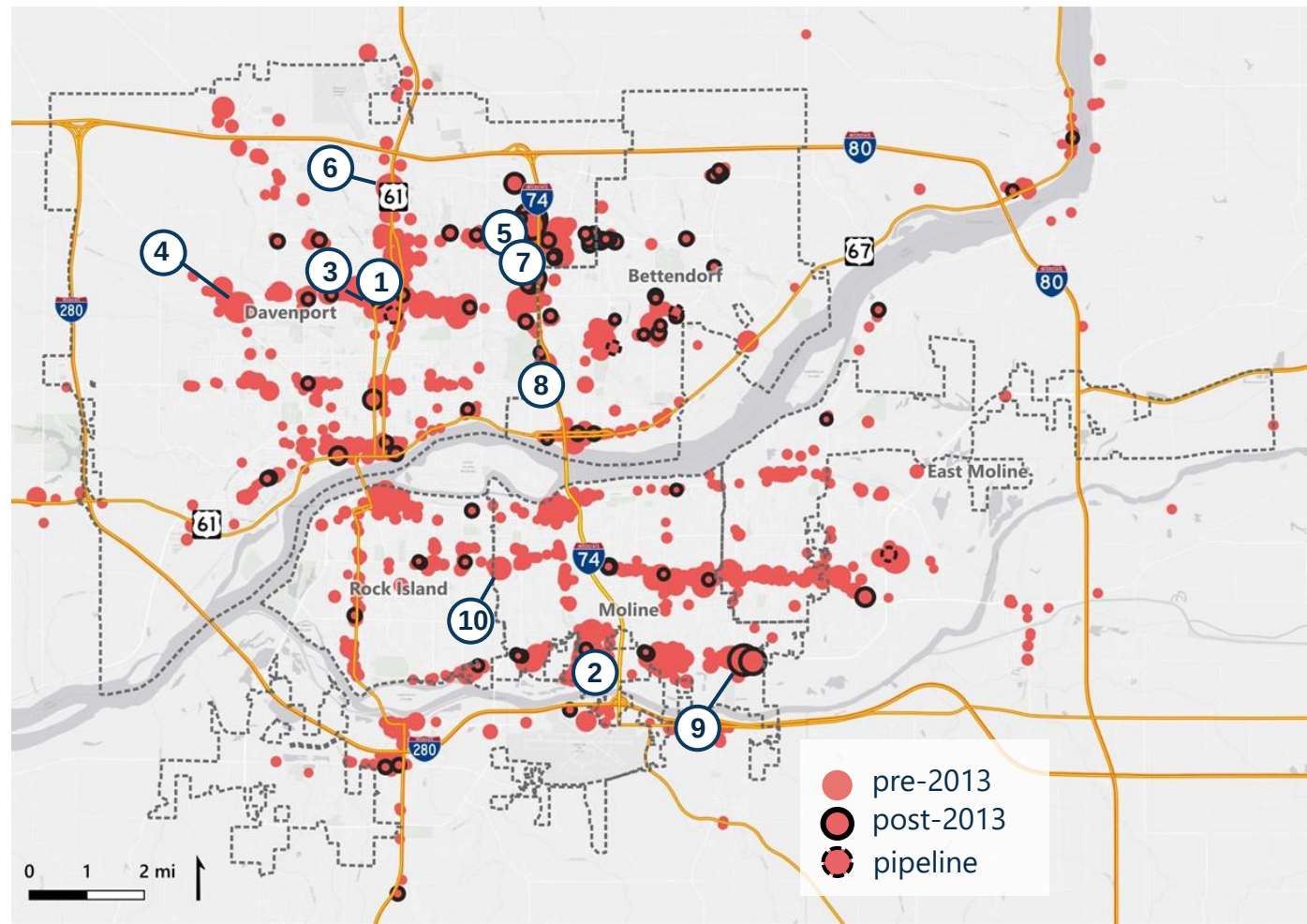
	2010		2021		11-year Job Growth
	Count	Share	Count	Share	
Manufacturing	31,950	16.1%	31,986	16.8%	36
Health Care and Social Assistance	26,766	13.5%	25,955	13.6%	-811
Retail Trade	25,515	12.9%	23,067	12.1%	-2,448
Accommodation and Food Services	16,411	8.3%	16,047	8.4%	-364
Educational Services	14,666	7.4%	15,896	8.3%	1,230
Administration & Support, Waste Management and Remediation	12,651	6.4%	12,971	6.8%	320
Construction	9,555	4.8%	10,203	5.4%	648
Professional, Scientific, and Technical Services	7,585	3.8%	7,964	4.2%	379
Wholesale Trade	9,685	4.9%	7,735	4.1%	-1,950
Transportation and Warehousing	6,351	3.2%	7,301	3.8%	950
Management of Companies and Enterprises	5,878	3.0%	6,874	3.6%	996
Other Services (excluding Public Administration)	6,982	3.5%	6,014	3.2%	-968
Public Administration	7,209	3.6%	5,881	3.1%	-1,328
Finance and Insurance	6,900	3.5%	5,507	2.9%	-1,393
Real Estate and Rental and Leasing	1,652	0.8%	1,809	0.9%	157
Utilities	1,690	0.9%	1,658	0.9%	-32
Arts, Entertainment, and Recreation	3,058	1.5%	1,653	0.9%	-1,405
Information	2,813	1.4%	1,491	0.8%	-1,322
Agriculture, Forestry, Fishing and Hunting	302	0.2%	399	0.2%	97
Mining, Quarrying, and Oil and Gas Extraction	283	0.1%	206	0.1%	-77

*Includes surrounding region out to Muscatine and Clinton.
Source: US Census LEHD On The Map, Bureau of labor statistics quarterly census of Employment and wages.

RETAIL SUPPLY CONDITIONS

NorthPark Mall is the largest retail development in the Quad Cities. Other large retail properties in the metro are also mostly concentrated on Route 61, or I-74.

Existing and Pipeline Retail Development, Quad Cities



Source: CoStar, City of Davenport, LCG.

Ten Largest Properties			
1	NorthPark Mall	1973	933,000 SF
2	SouthPark Mall	1974	855,000 SF
3	Village Shopping Center <i>Ross, Joann Fabric, car dealership, Panera</i>	1953	230,000 SF
4	Kimberley Commons <i>Walmart, Hy-Vee Wine & Spirits, Pho restaurant</i>	2003	239,000 SF
5	Davenport Commons <i>Walmart, Hobby Lobby, Dick's Sporting Goods</i>	2017	350,000 SF
6	Menards	2014	187,000 SF
7	Super Target	1996	164,000 SF
8	Duck Creek Plaza <i>Schnuck's, Home Depot, Walgreens, Dentist's Office</i>	1960	124,000 SF
9	Farm and Fleet	1996	119,000 SF
10	City Line Plaza <i>Jewel-Osco, Boost Mobile, UPS, Thai restaurant</i>	1970	117,000 SF

Source: CoStar, broker/owner listings where available.

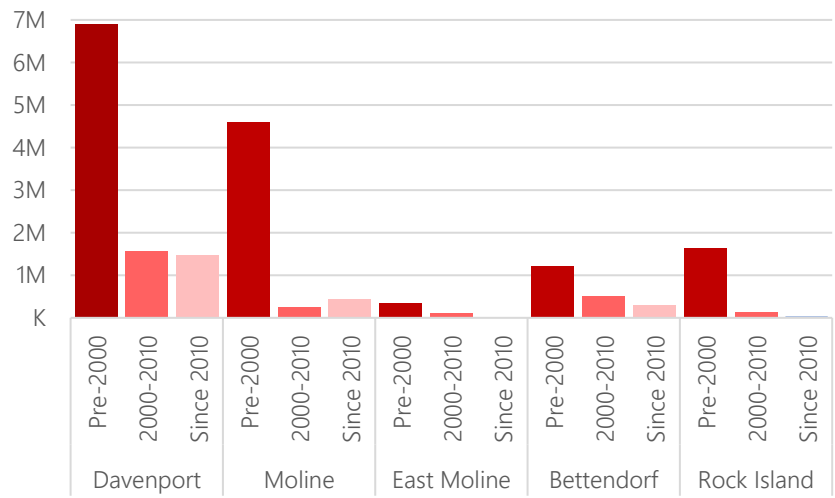
RETAIL & MULTIFAMILY SUPPLY CONDITIONS

Most of the Quad Cities have seen a drop-off in retail development over the past decade compared to the 10 years prior, but the Iowa Quad Cities have seen a resurgence in multifamily development over the same time period.

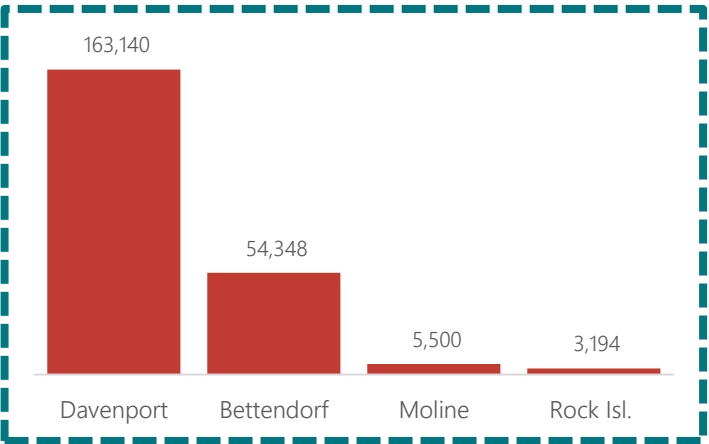
Davenport accounts for most of the **retail space** in the Quad Cities, much of it built before 2000.

As with retail, **most of the region’s apartment buildings were constructed before 2000, with the largest share in Davenport.** Both Davenport and Bettendorf have seen an **uptick in development since 2010** compared to the previous decade—with Davenport gathering momentum since 2020 (with half of projects built since 2010 either pending or built last three years).

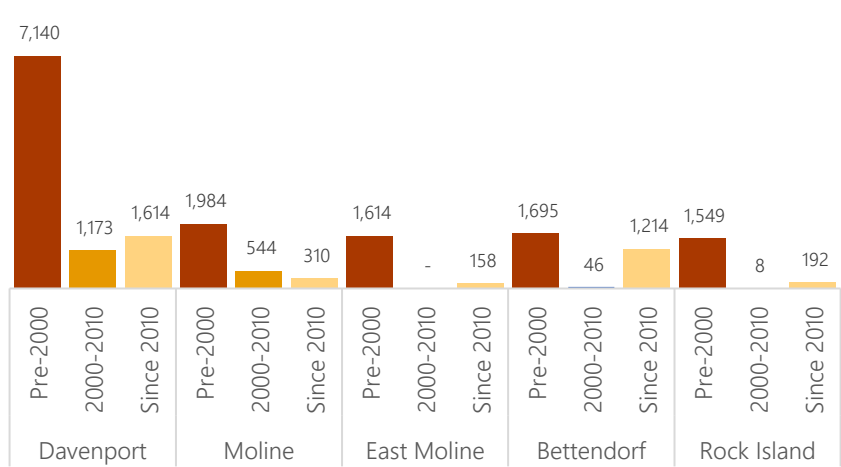
Retail Square Footage By Year Built



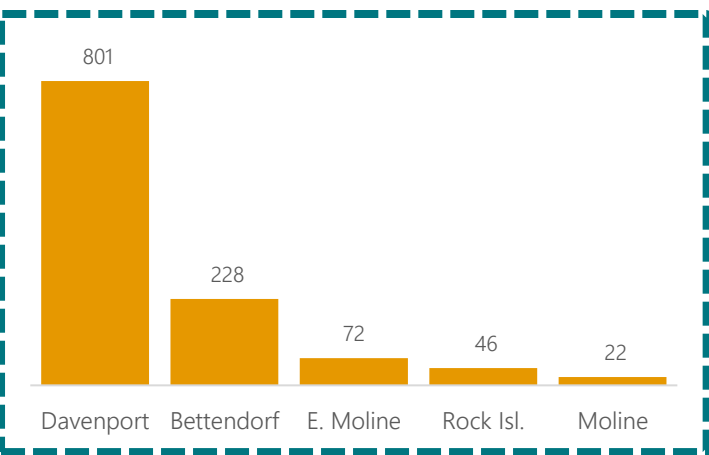
Since 2020:



Multifamily Units By Year Built



Since 2020:

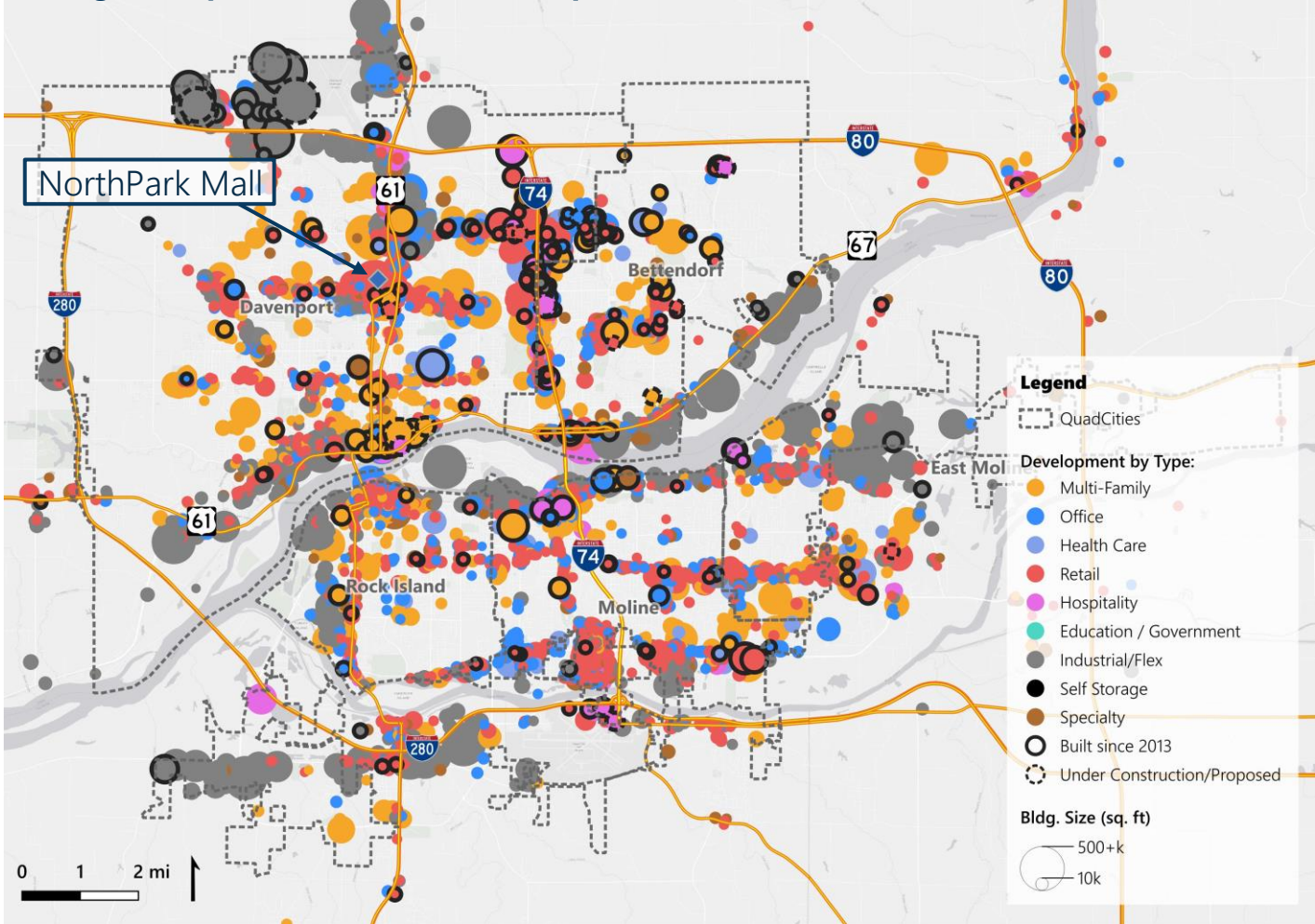


Source (all): CoStar, LCG.

RETAIL SUPPLY CONDITIONS

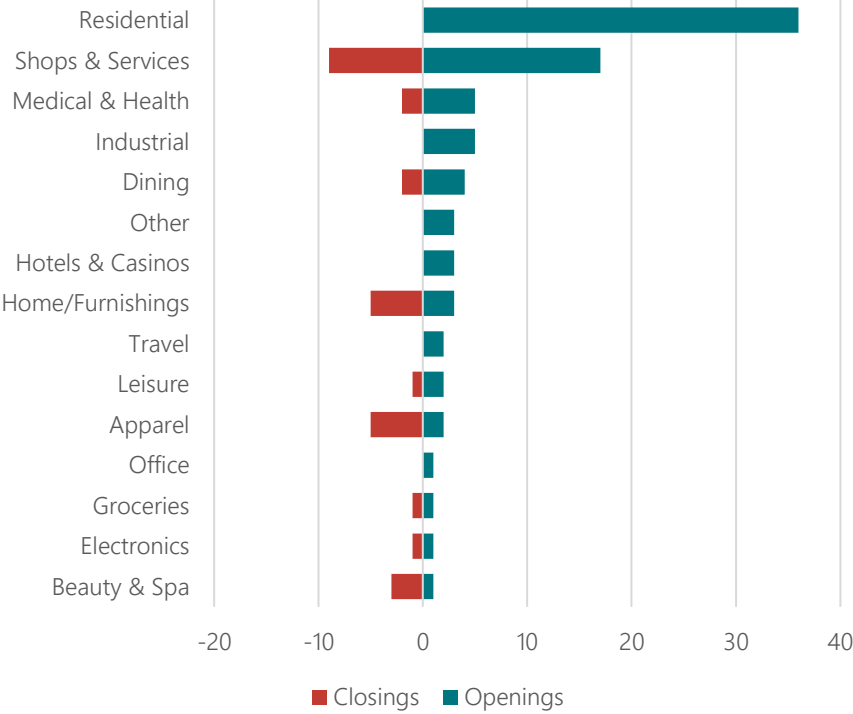
Most retail built in the region over the past decade been focused on the I-74 corridor.

Existing and Pipeline Commercial Development, Quad Cities



Source: CoStar, LCG

Openings and Closures Within 5 Miles
Oct 2022-Sept 2023



Source: Placer.ai, LCG

RETAIL SUPPLY CONDITIONS

New mixed-use developments are also located near I-74, as well as the Quad Cities outskirts and riverfront area—rather than the NorthPark Mall area.



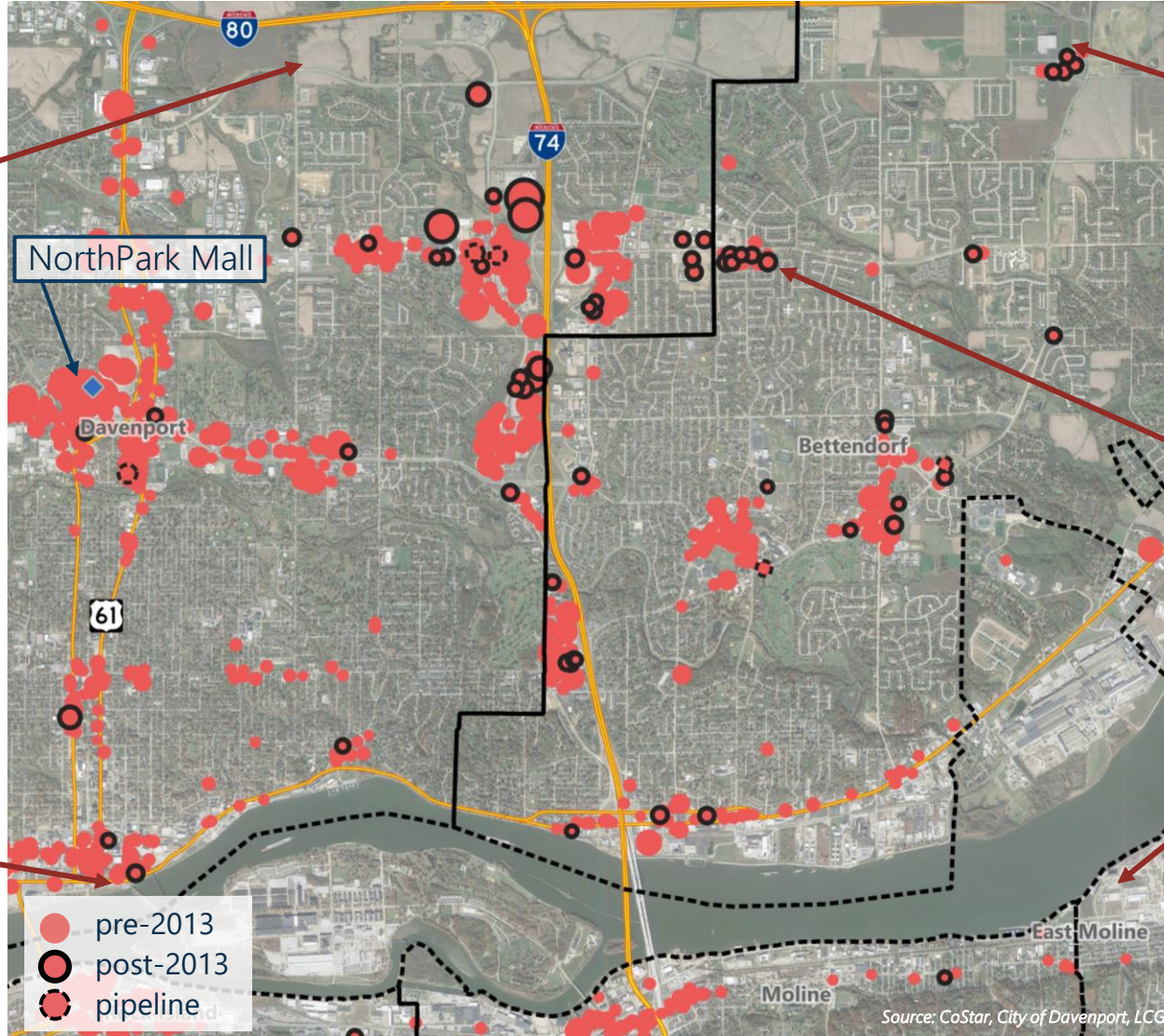
Duffy Property - Davenport, Iowa
Concept Plan with Recommendations by City Staff

104 Acre Mixed Use Development • *Planned* Veterans Memorial Parkway Davenport
Retail and housing (single family including dense single family; duplexes, multifamily)



Main Street Landing • *Planned* Riverfront parks and open space

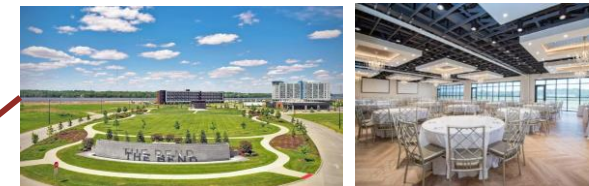
Existing and Pipeline Retail Development, Quad Cities



TBK Sports Complex (2018-)
4850 Competition Dr Bettendorf
Sports, entertainment and retail
Additional indoor facility planned



Birchwood South (2022)
East 53rd St Davenport
Retail and housing (includes 92 unit townhome development)

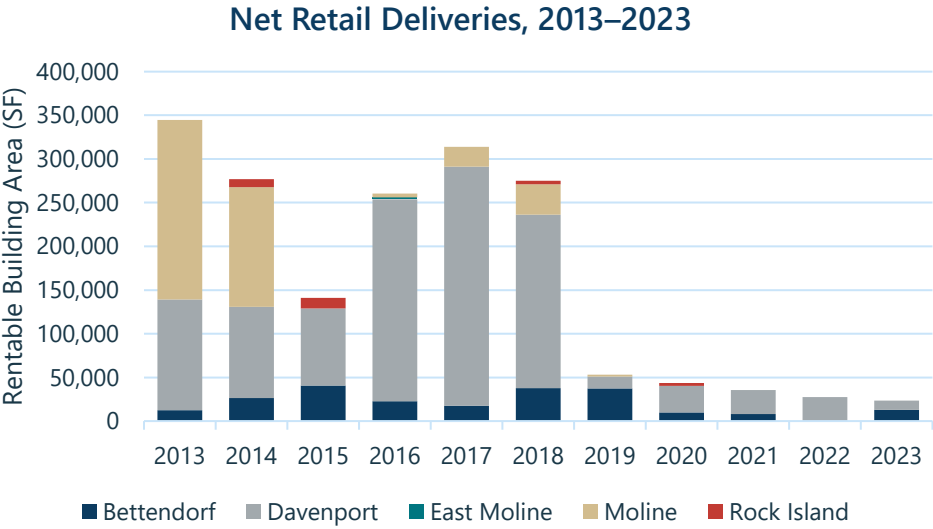


The Bend (2019-2020)
910 Bend Boulevard East Moline
Revitalized space on the Mississippi
Retail, housing, hotel & event space

Source: CoStar, City of Davenport, LCG

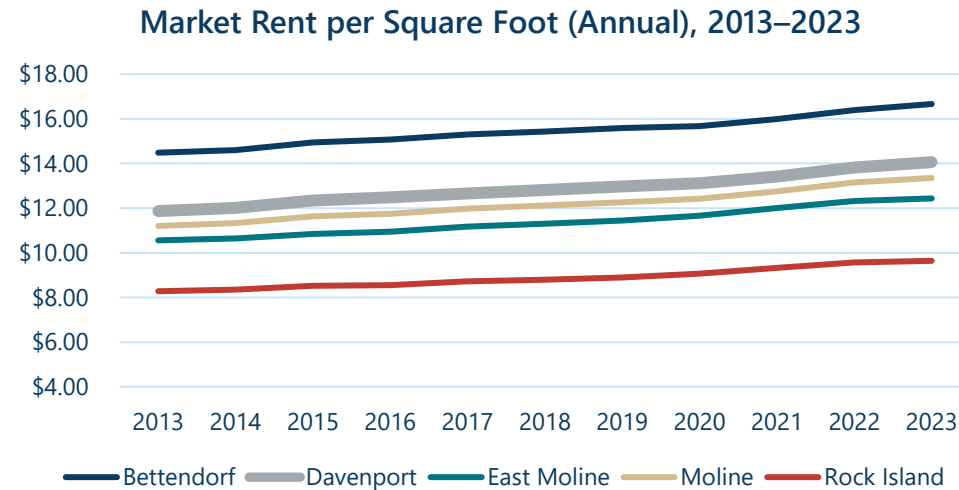
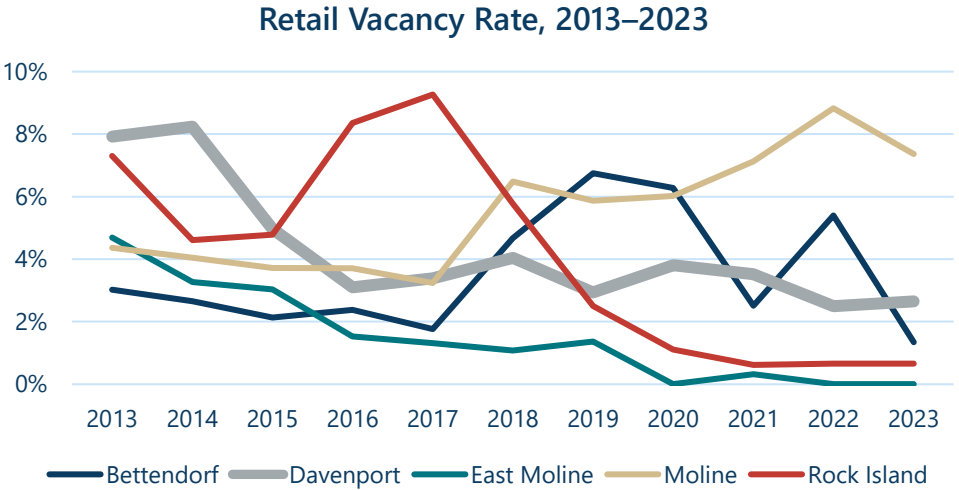
RETAIL SUPPLY CONDITIONS

Quad City retail properties have seen stable vacancy rates and moderate growth in rent, partly due to the lack of recent construction.



Source (all): CoStar, LCG

Over the past five years, Davenport has seen a **slowdown in net deliveries of retail space**. With less available space, **vacancy rates have been declining and market rents are on the rise**. The city’s retail vacancy rate of 2.6% in 2023 is a very low figure in an industry where a vacancy rate of 5-10% is typically considered a stable market.



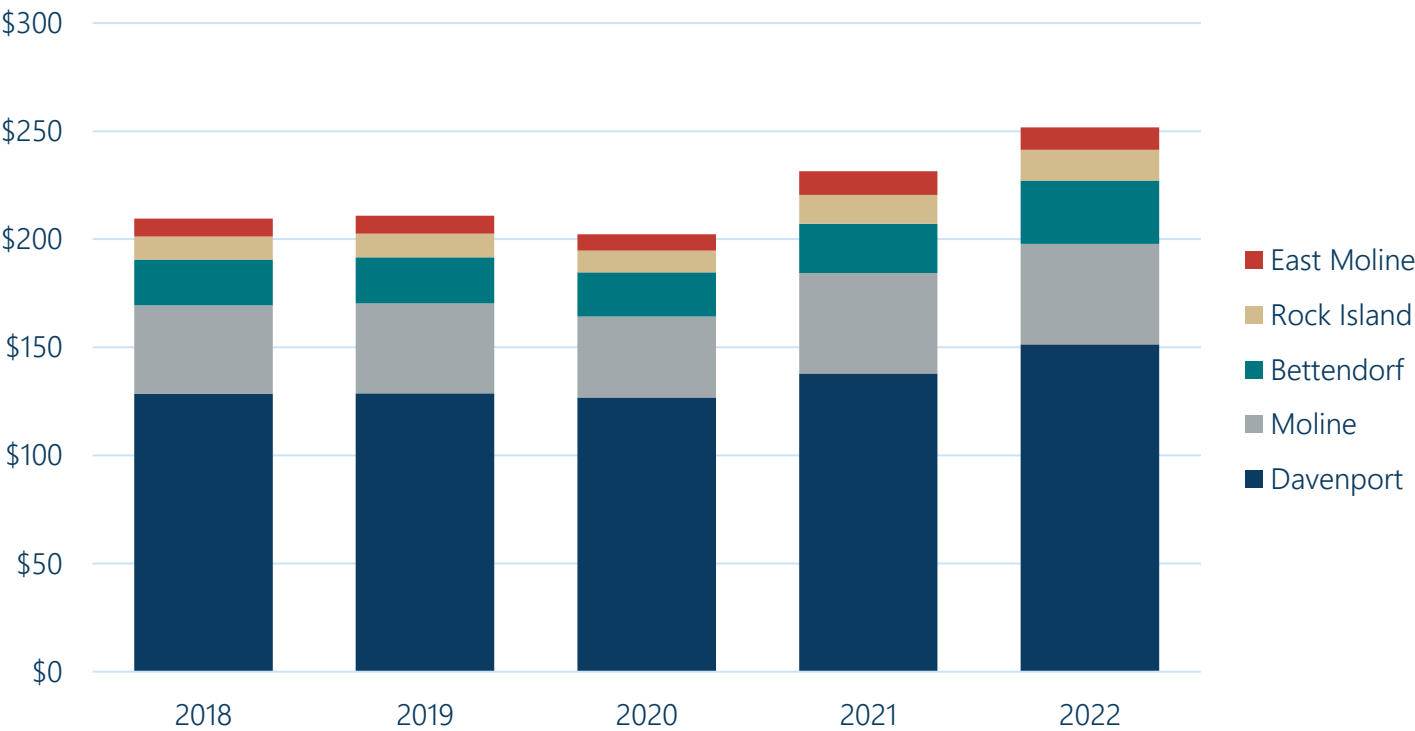
RETAIL SUPPLY CONDITIONS

The region and city have seen significant growth in sales tax revenues over the past five years, indicating that Davenport continues to be a commercial and retail powerhouse.

State sales tax revenue data suggests a continuation of healthy retail sales in the Quad Cities, and Davenport’s continued importance as a commercial hub. Over the past two years, sales tax revenues collected by the state grew by 20% in the Quad Cities, from roughly \$210 million to \$250 million. **Davenport contributes the largest share of revenues**—accounting for 60% of the metro’s sales tax revenues in 2022, followed by Moline, accounting for 18%.

Note: in addition to sales tax revenues collected by the state, at 6.25% of taxable sales in Illinois and 12% in Iowa (Iowa imposes both a sales tax and a use tax, both at 6%), most jurisdictions collect an additional local option sales tax, the revenues for which are not included in the chart at right.

State Sales Tax Revenues
(in \$ Millions)

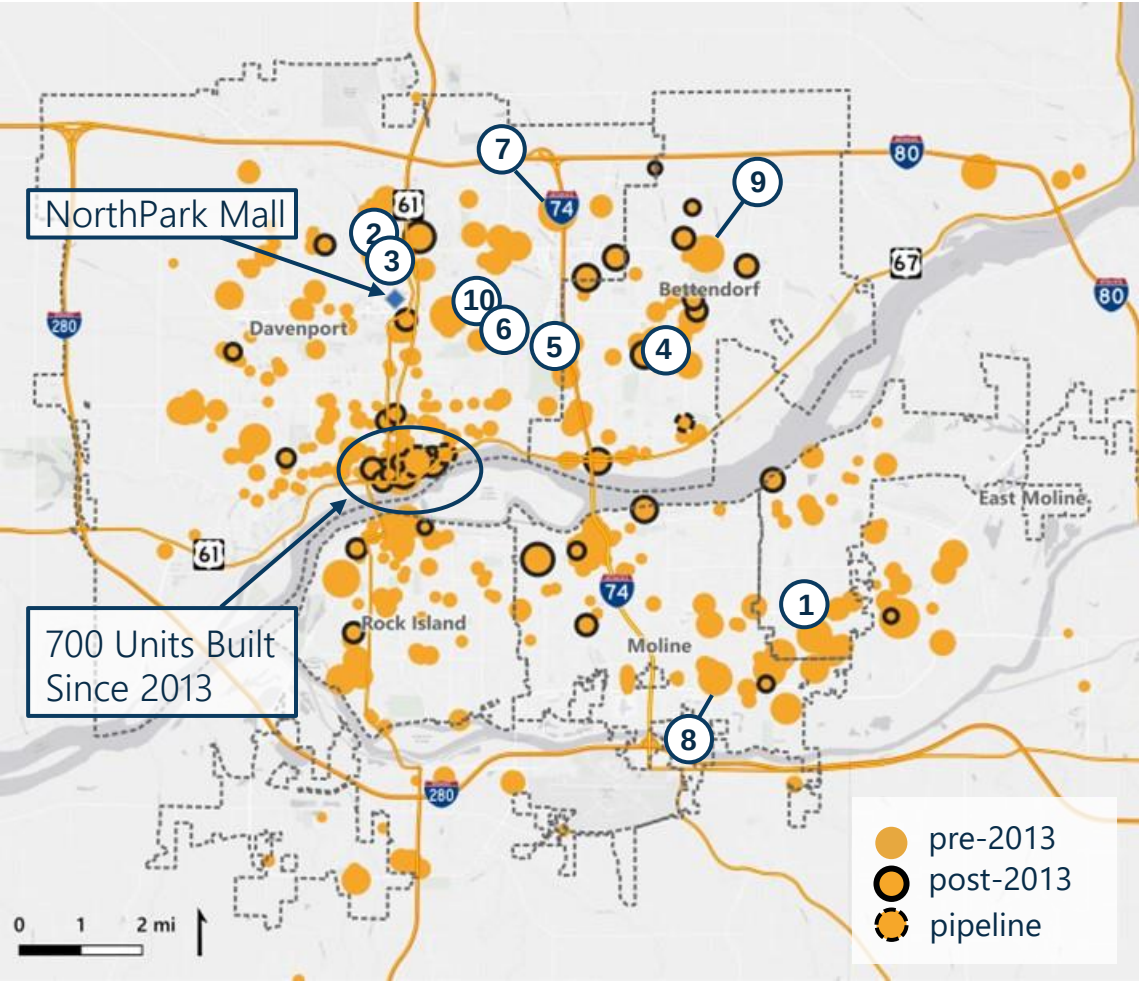


Source: Iowa and Illinois Departments of Revenue, LCG.

RESIDENTIAL SUPPLY CONDITIONS

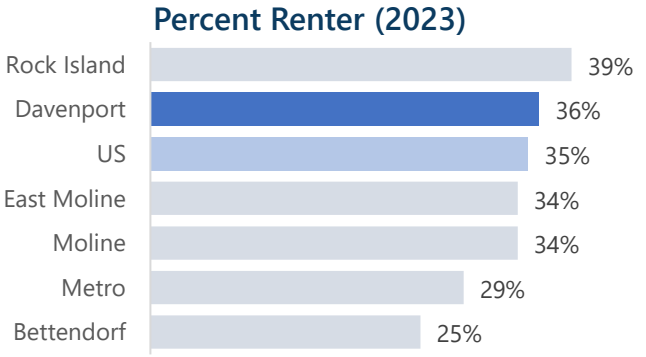
Recent revitalization efforts in Davenport have resulted in significant housing development, including over 700 units built near the riverfront over the past decade.

Existing and Pipeline Multifamily Development, Quad Cities



Source: CoStar, LCG.

Ten Largest Properties			
	Project Name	Built	# Units
1	Fox Pointe Apts	1978	459
2	Candlelight Park	1978	427
3	Candlelight Colony	1985	426
4	Chateau Knoll	1970	396
5	Kimberly Club Apts	2017	358
6	Indian Ridge Apts	1973	352
7	Cross Creek	2010	336
8	Pine Ridge	1966	321
9	Springs at Bettendorf	2012	316
10	Winding Hills Apts	1974	300



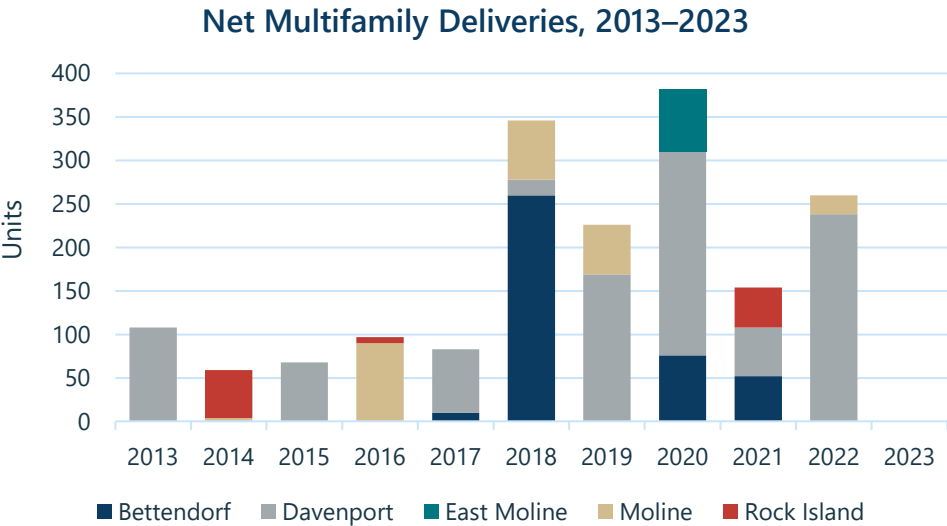
Source: 2021 American Community Survey 5-Year Estimates, Table DP04.

Davenport’s multifamily inventory includes several **large** (300-400 unit), **older apartment** developments.

Davenport’s proportion of **renters is slightly above the national average** and most neighboring communities.

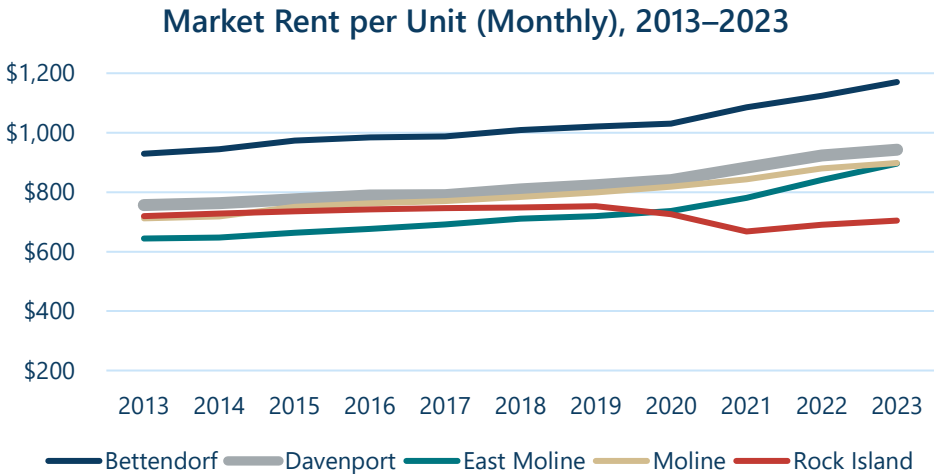
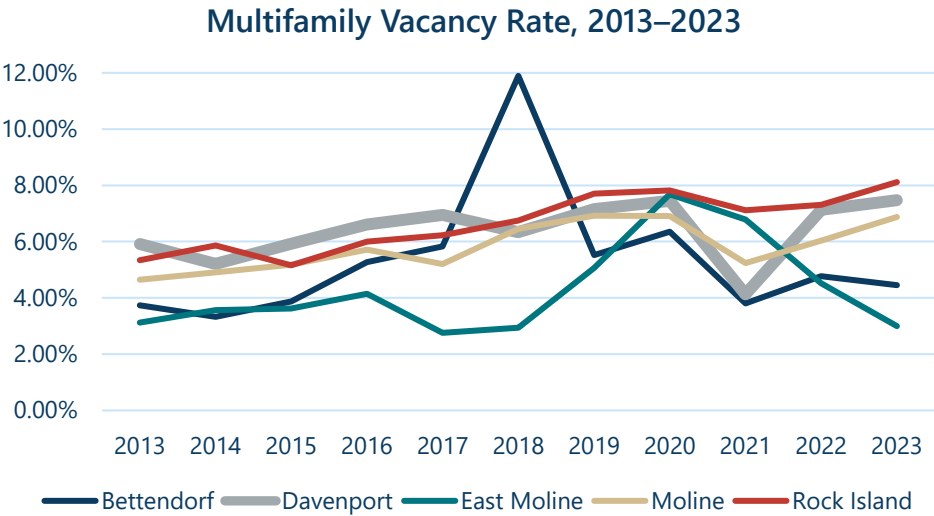
RESIDENTIAL SUPPLY CONDITIONS

Consistent rent growth over the past decade indicates continued demand for housing, despite higher than typical vacancy rates and a recent surge in construction.



Source (all): CoStar, LCG.

Since 2017, Davenport has seen a **surge in net deliveries of multifamily units**. With recent production, the **vacancy rate rose to 7.5% in 2023**. A vacancy rate of 5% is considered at equilibrium in the apartment industry. Yet, **rents have maintained gradual growth, rising 25% over the past decade**, from \$757 in 2013 to \$943 in 2023.



RESIDENTIAL SUPPLY CONDITIONS

Pipeline multifamily developments in the metro are focused near the riverfront and include adaptive re-use, service provision, and affordable units.



Carol's Village Gardens
N. Harrison St. | 30 Units
Mental health services

3rd and Main Apts
128 W 3rd St | 121 Units
Former bank drive-thru

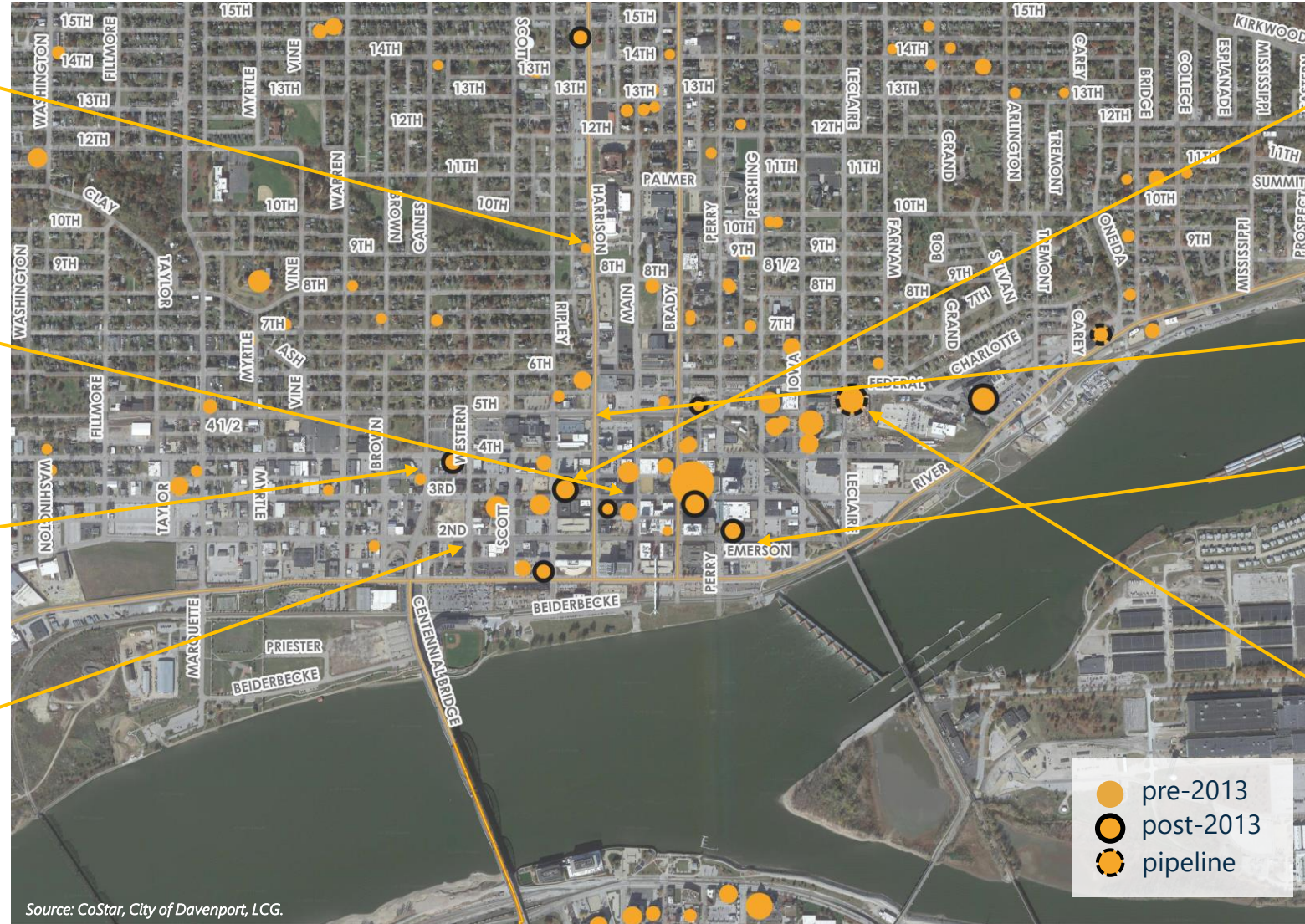


Hiller Building
310 Gaines St | 10 Units
Built 1847



Bowstring Lofts
601 W 2nd Street | 20 Units
Former flower warehouse

Quad Cities Existing and Pipeline Multifamily Development, with New Development Highlights



Kahl Lofts (2022)
326 W 3rd St | 65 units
Affordable Units
Office Conversion, Theater

5th St. Gold District
5th & Harrison | 50 Units



Bucktown Lofts
225 E 2nd St | 21 Units



Federal Point
450 LeClaire Street | 185 Units
Affordable (<60% AMI)
Partnership with YMCA

RESIDENTIAL SUPPLY CONDITIONS

Local ownership housing development trends in the Iowa Quad Cities include denser housing types, such as townhomes.

Townhome and Condo Development Built 2019+, Davenport and Bettendorf



Blackbird Commons
6215 Utica Ridge Rd #202
Condos on golf course
Built 2017



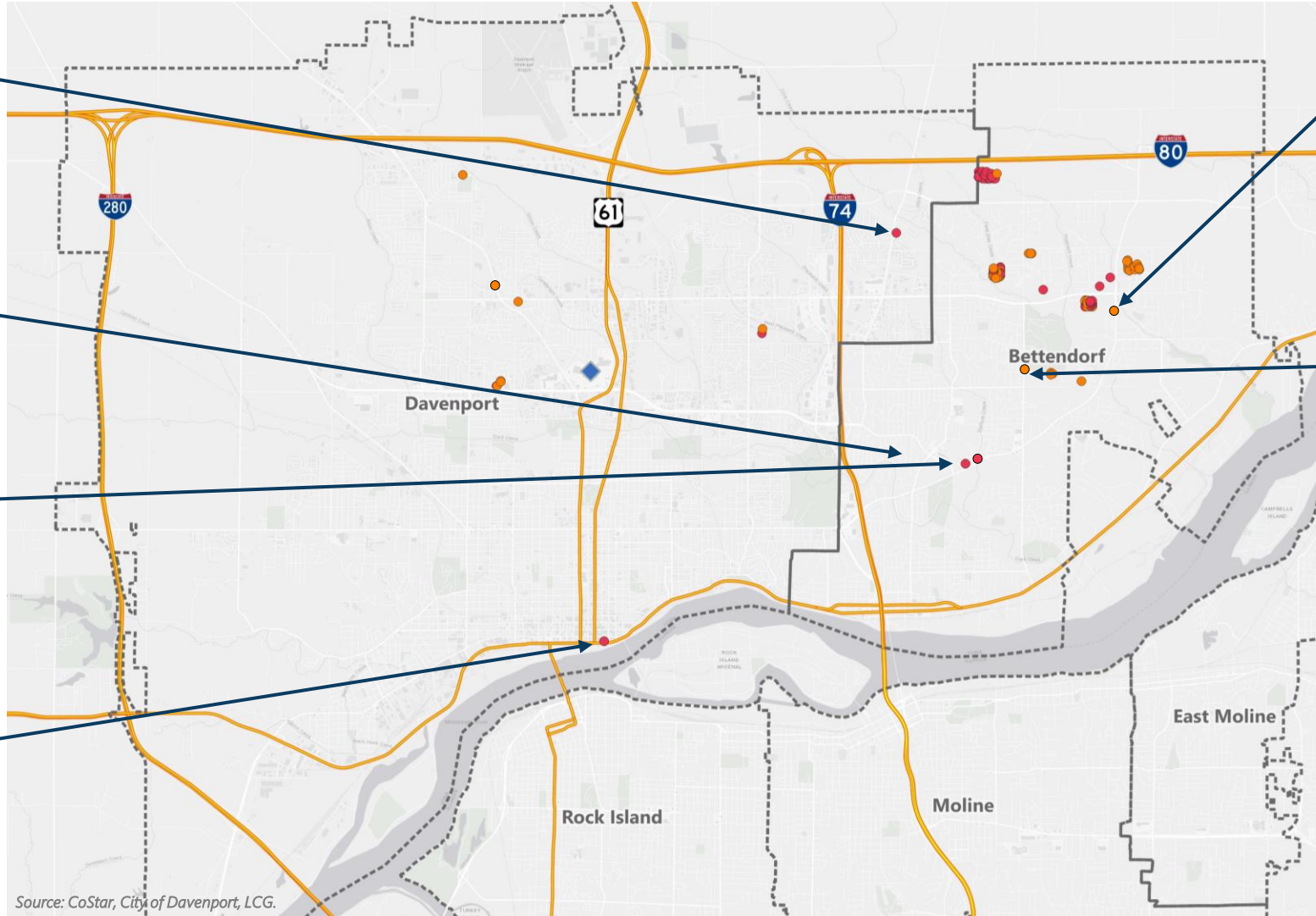
3529 Palmer Hills Ct
Condos | Built 2019



The Suites of Bettendorf
2592 Middle Rd #201
Luxury Senior Condos
Built 2021 | 62 Units



Bowstring Lofts
601 W 2nd Street | 20 Units
Former flower warehouse



Pleasant Valley Townhomes
4784 Middle Rd
Rental Townhomes
Built 2020 | 70 Units



Highland Point
3605-3747 Tanglewood Rd
Luxury Infill Rental Townhomes
Built 2018 | 24 Units
Dolan Homes Developer

NORTHPARK BACKGROUND

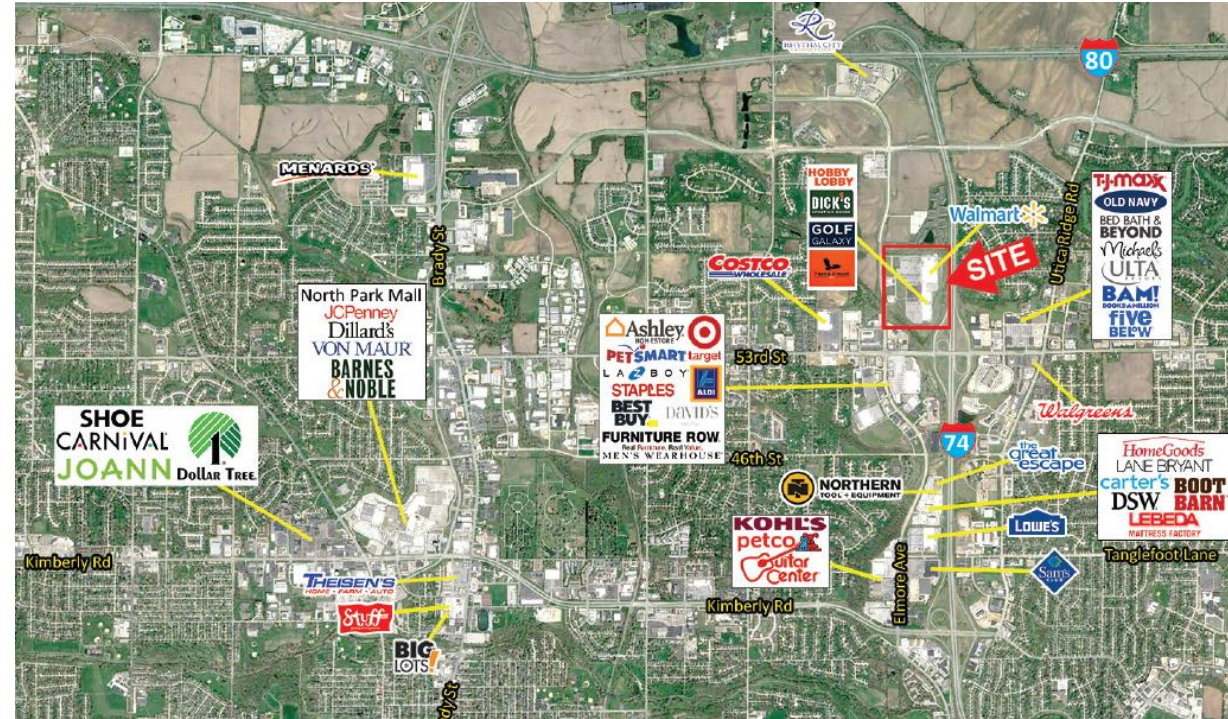
Since NorthPark Mall's initial opening, most retail has shifted eastward, towards I-74. Such movement is typical of how suburban trade areas evolve over time.

NorthPark Mall Background

NorthPark Mall was originally built in 1973, and subsequently added to in several phases. A significant portion of retail in the city has migrated east and is now organized around I-74 between E. 53rd and Locust (see map at right). This migration is no surprise. Interestingly, just after the Mall opened in 1973, I-74 was fully opened from I-80 to Moline, and US 61 was no longer the only major north-south arterial in the trade area. The Kimberly I-74 overpass was upgraded to a full interchange in the 1980s, and the bridge replacement across the Mississippi River was just recently completed.

Looking forward, it is important to understand what might precipitate the further decline of NorthPark, and how the market might further reorganize itself should that decline happen.

Davenport Retail Center Comparables



Source: City of Davenport.

Placer.ai Data and Visitor Behavior

Advances in cellphone-based geofencing and artificial intelligence have recently revolutionized how detailed data of visitor foot traffic patterns can be used to understand the retail environment.

Monitoring activity levels over time, by time-of-day/day-of-week, and relative to competing stores and centers, yields a much more detailed picture of shopping behavior that previously possible.

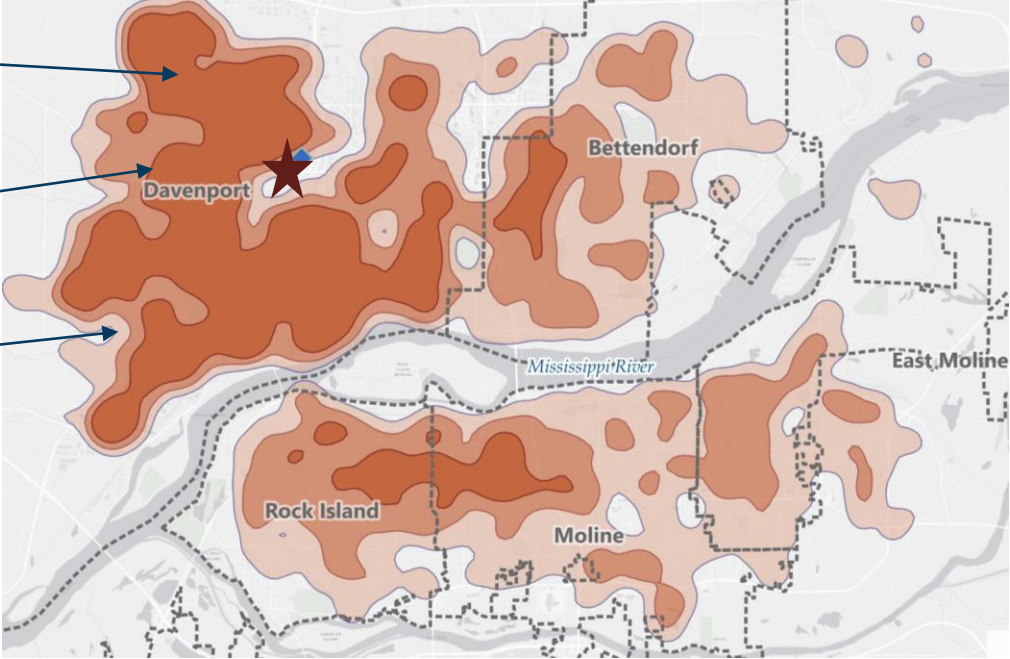
Because each visit in the sample is tied to an approximate home location, we can also capture the actual shape of a store's "true trade area" like never before.

In this example, homes within the darkest shaded area account for **30%** of all visits to the NorthPark property over the past year.

Adding homes from the larger, medium shade areas account for **50%** of all visits, in total.

Homes from the yet wider lightest shaded area must be added to account for **70%** of all visits.

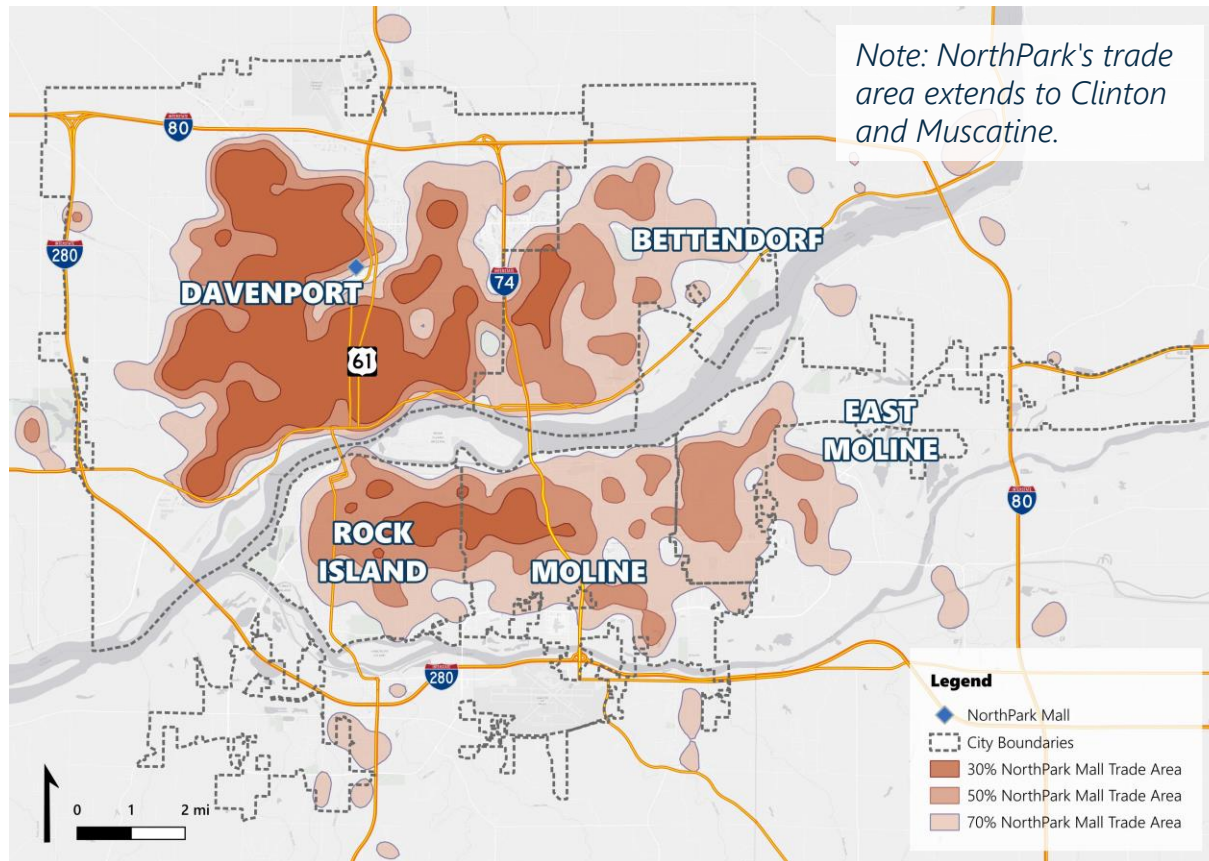
(This 70% threshold is typically considered to be the **True Trade Area**, matching conventional definitions of a store's geographic reach or catchment.



TRADE AREAS AND VISITOR BEHAVIOR

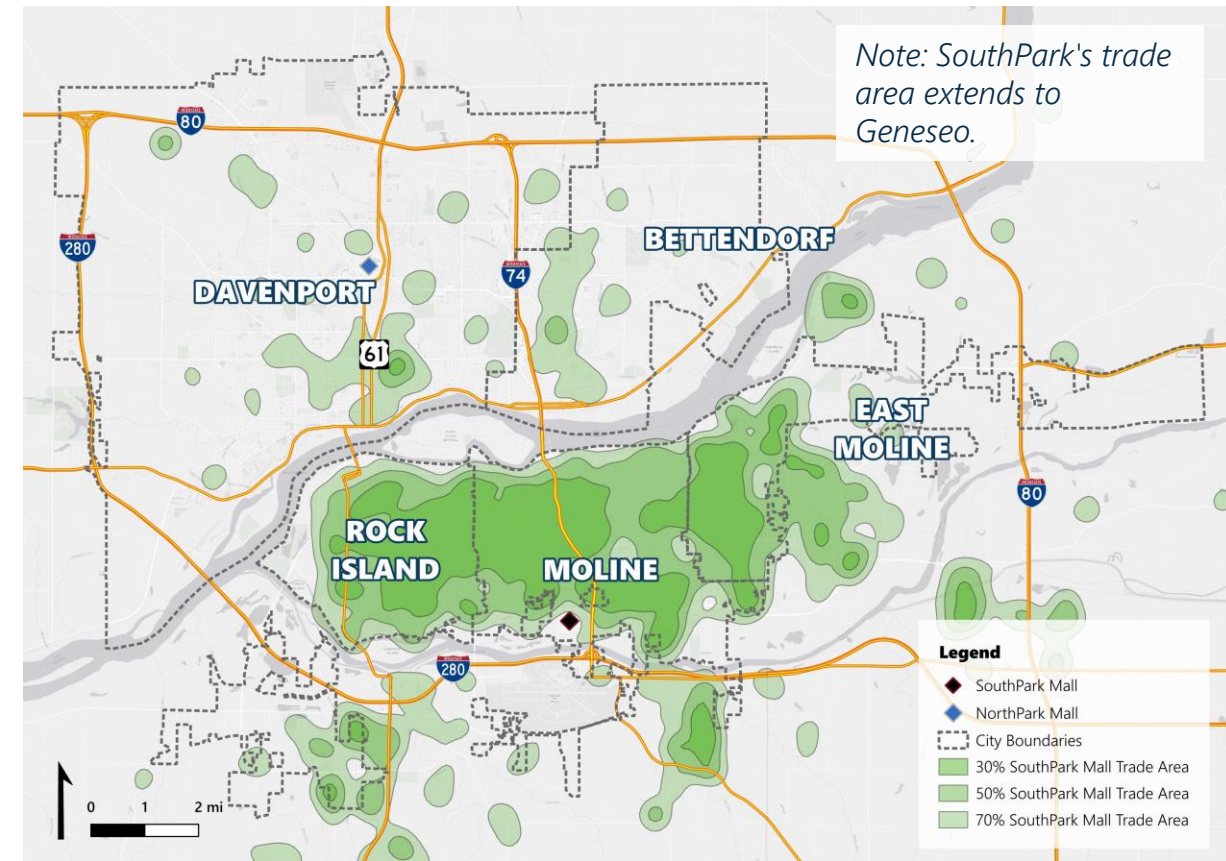
NorthPark Mall's reach is still regional, and more extensive than SouthPark Mall's trade area.

NorthPark Mall Trade Area



NorthPark Mall clearly serves the entire Quad Cities market with the greatest concentration of visits originating from Davenport (as would be expected), and then Bettendorf and Rock Island. Corroborating the demographic analysis, the mall does serve residents of outlying, rural communities.

SouthPark Mall Trade Area



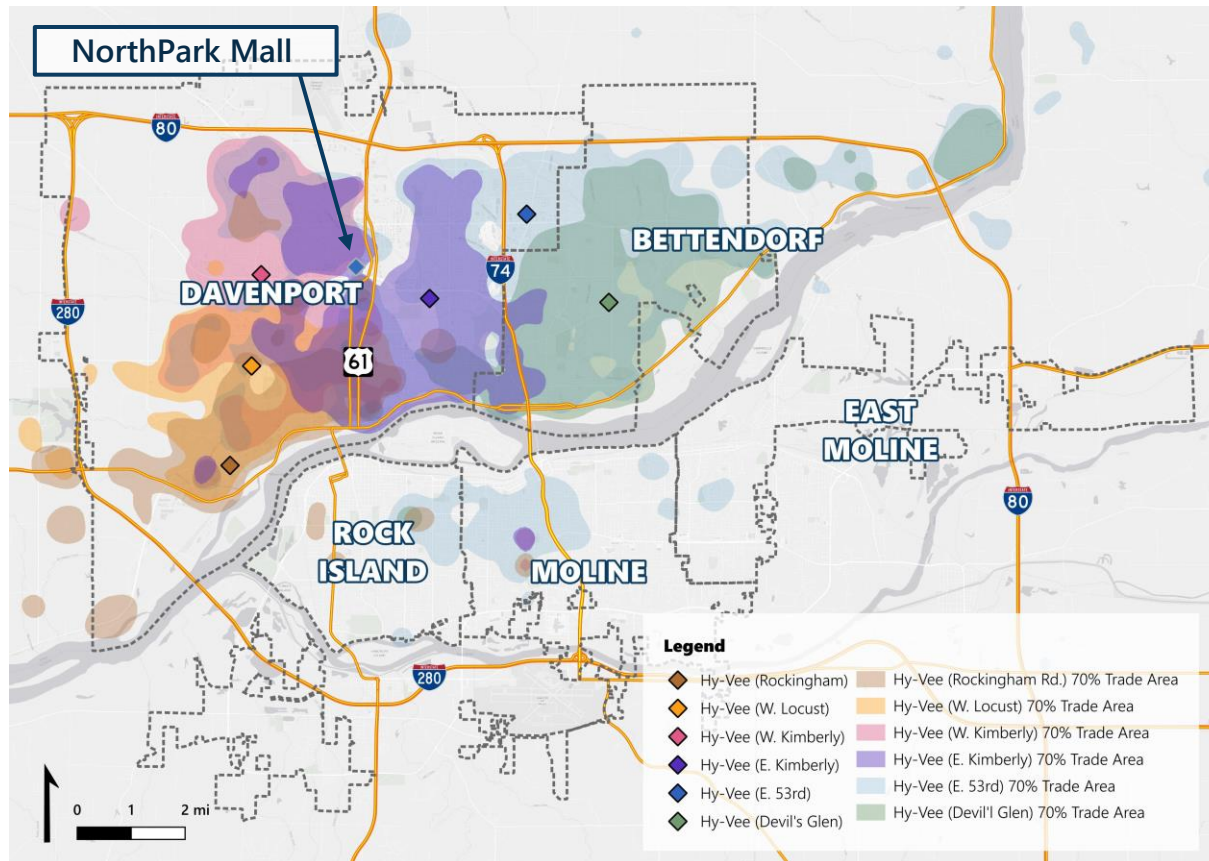
This map shows the same for SouthPark Mall in Moline. SouthPark does not draw as many shoppers from north of the river as NorthPark draws from south of the river.

Source: Placer.ai, LCG.

TRADE AREAS AND VISITOR BEHAVIOR

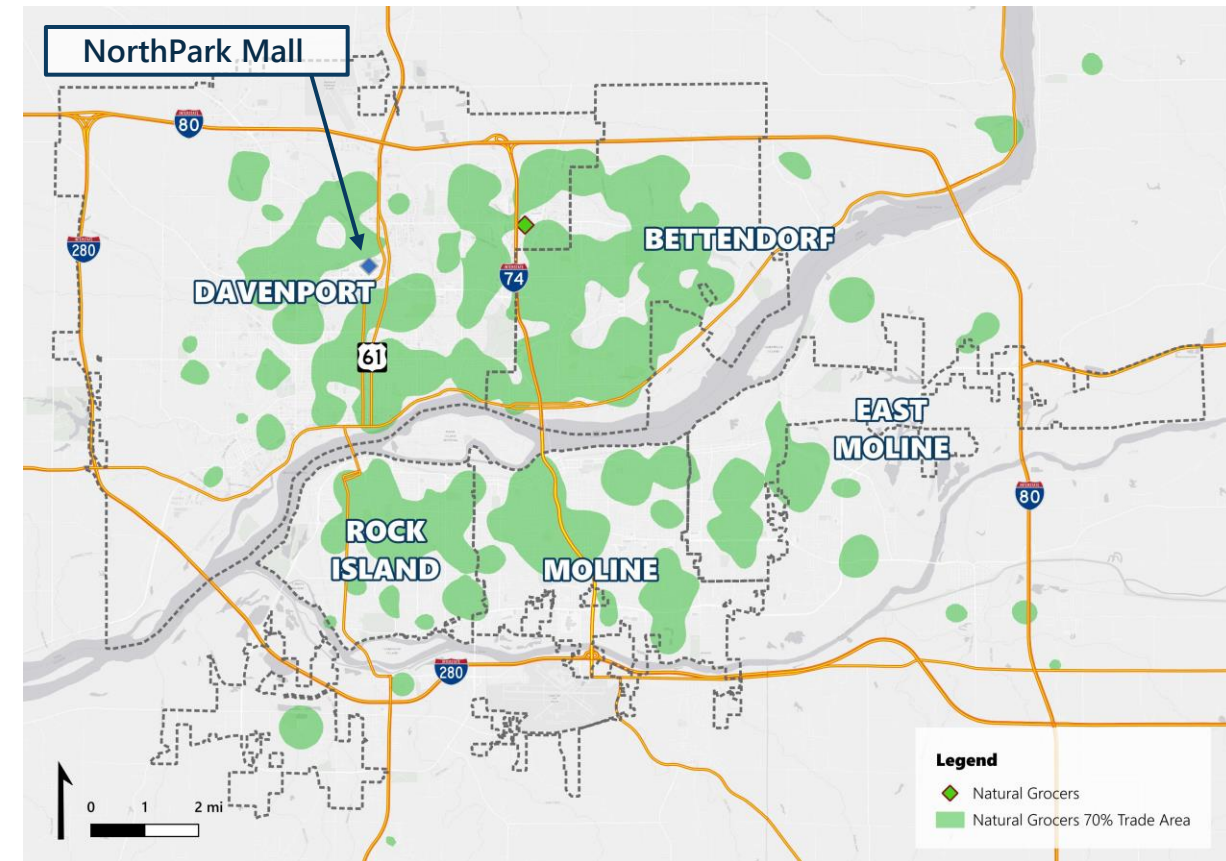
Most mall redevelopments include a grocery store. Is there potential demand for additional grocery development in Davenport?

Hy-Vee Trade Areas



As shown above, the north Quad Cities grocery market is saturated. Trade areas for the six Hy-Vee locations north of the river show significant overlap, even though they typically only draw from surrounding neighborhoods. The Hy-Vee on East 53rd has a wider reach (as far north as DeWitt), due to its freeway access.

Natural Grocers Trade Area



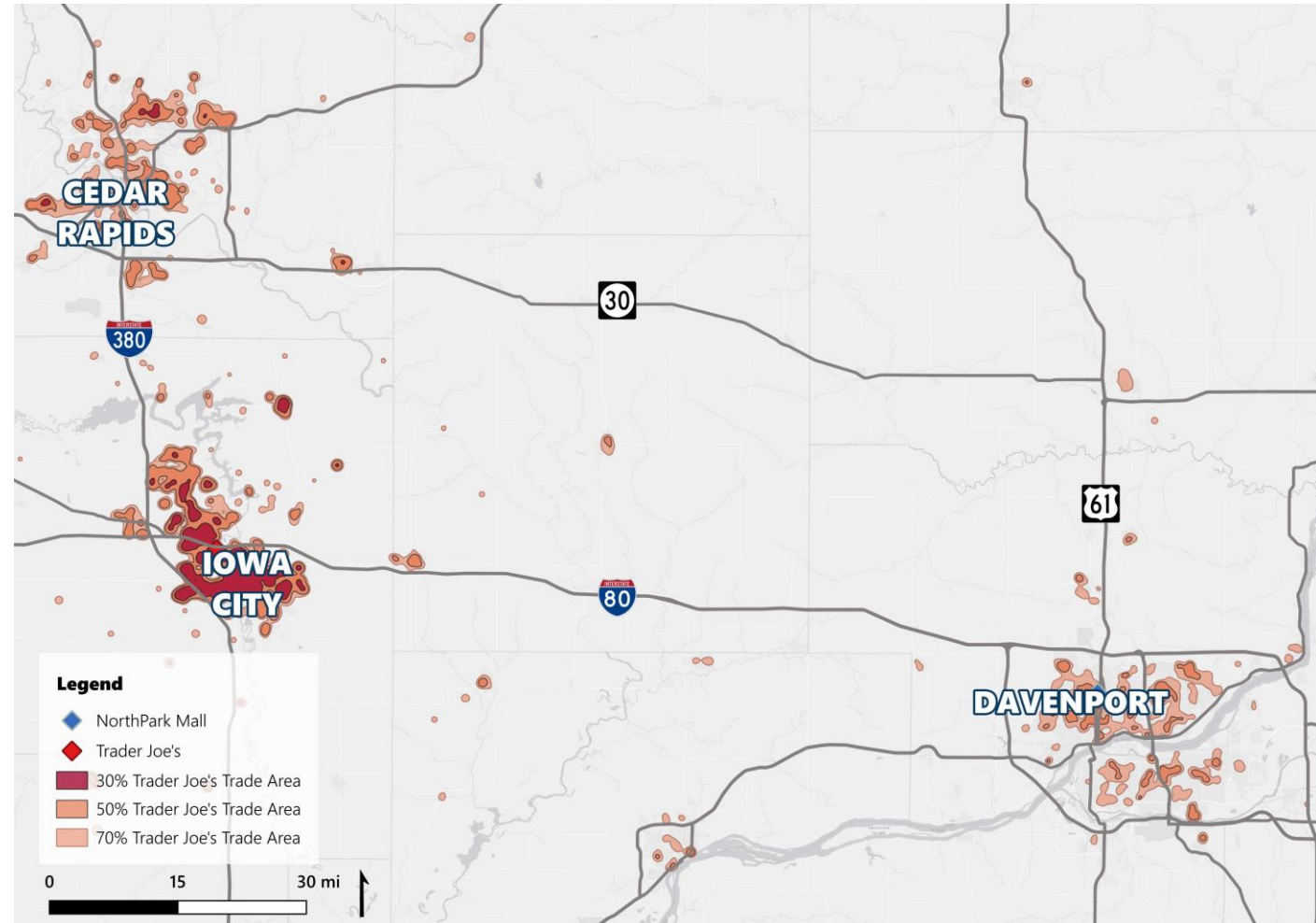
Natural Grocers, a specialty grocery store with one store in the Quad Cities, draws from the entire metro area. The store's location on Kimberly as opposed to the Elmore corridor punctuates how much of a regional draw it is. Smaller and specialty grocers such as Natural Grocers further crowd the north Quad Cities grocery market.

TRADE AREAS AND VISITOR BEHAVIOR

Truly unique retailers can draw from an hour's drive time or further.

Quite expectedly, the Iowa City's Trader Joe's customer base is highly concentrated in Iowa City, however, there is significant penetration in Cedar Rapids and in the Quad Cities, located a 30- and 55-minute drive away, respectively. These Quad Cities destination trips to Trader Joe's are most likely "on my route" trips that take place when Quad Cities residents have other business in Iowa City's direction, however, the depth of penetration of the Quad Cities market is impressive nonetheless.

Trade Area for Iowa City Trader Joe's

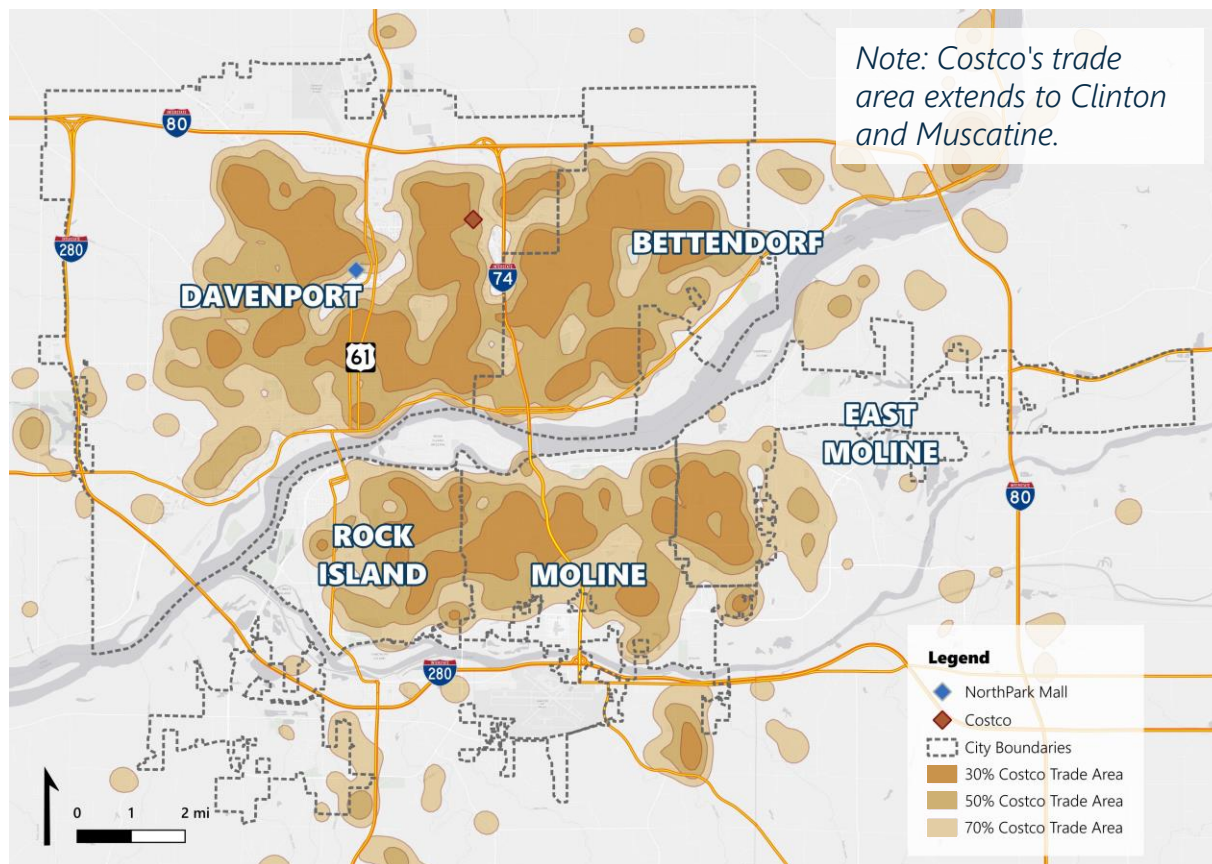


Source: Placer.ai, LCG

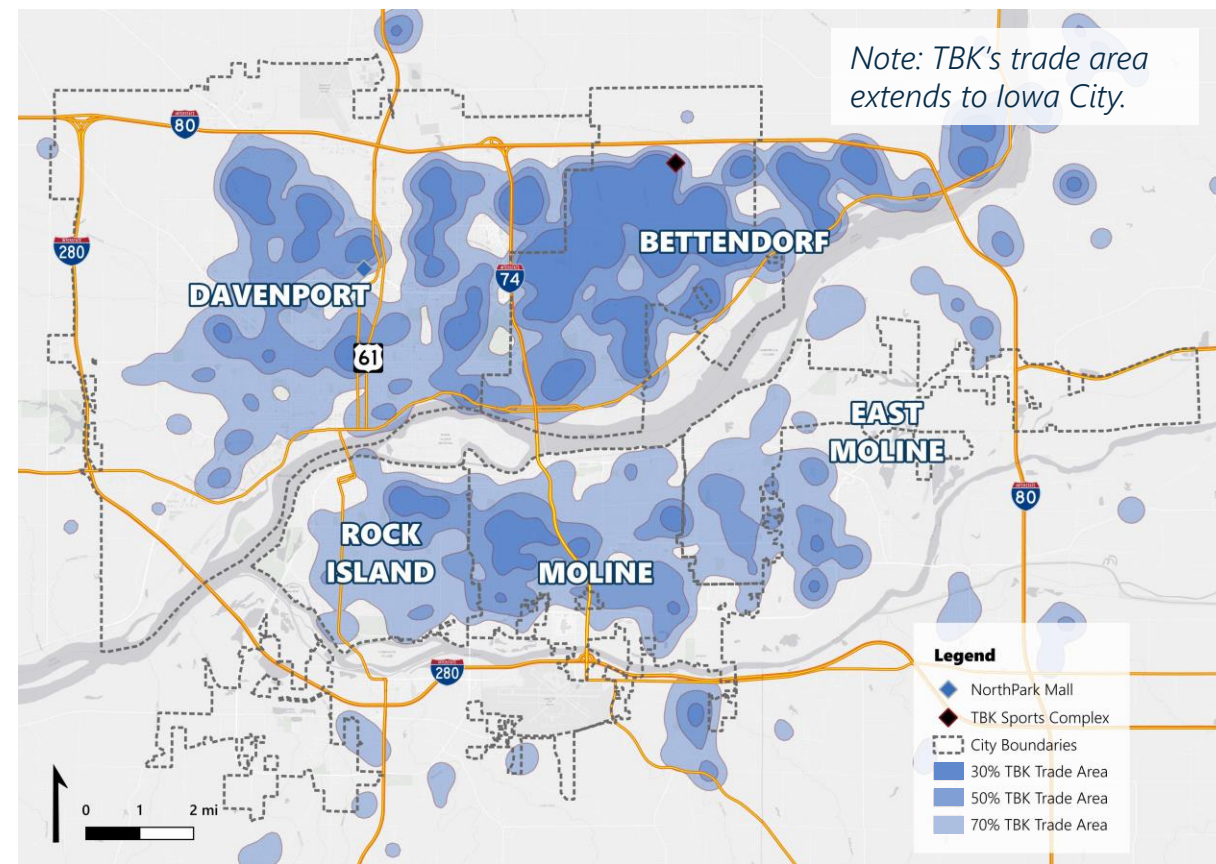
TRADE AREAS AND VISITOR BEHAVIOR

Costco and the TBK Bank Sports Complex have a slightly larger draw than NorthPark Mall.

Costco Trade Area



TBK Bank Sports Complex Trade Area



These maps show where Costco and the TBK sports complex's visitors live. It is not surprising that both Costco and the TBK Sports Complex draw from across the Quad Cities and beyond. Both are unique destinations without peers in the market. Both also share desirable highway-adjacent locations.

Source: Placer.ai, LCG

TRADE AREAS AND VISITOR BEHAVIOR

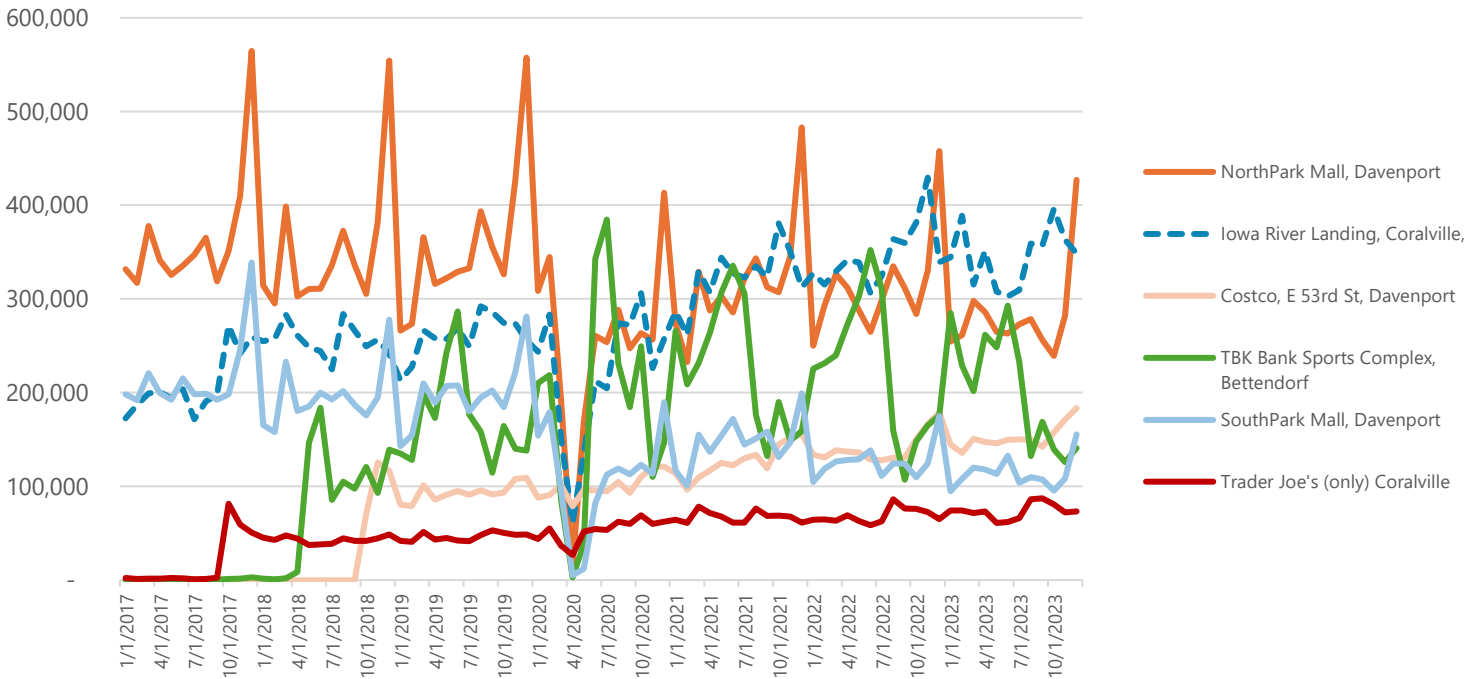
Most NorthPark Mall visits occur during weekend hours and are more skewed towards holiday shopping compared to other malls and retailers in the region.

Visits by Time of Day, NorthPark Mall:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10 AM	0.8%	0.7%	0.8%	0.8%	1.4%	1.9%	0.7%
11 AM	1.7%	1.4%	1.6%	1.5%	2.4%	4.1%	1.8%
12 PM	2.3%	2.0%	2.0%	2.0%	3.2%	5.9%	4.0%
1 PM	2.5%	2.0%	2.2%	2.1%	3.4%	6.8%	5.4%
2 PM	2.4%	1.8%	2.2%	2.0%	3.3%	6.9%	5.3%
3 PM	2.3%	1.9%	2.2%	1.9%	3.2%	6.6%	4.8%
4 PM	2.4%	2.2%	2.4%	2.2%	3.3%	6.0%	4.1%
5 PM	2.5%	2.4%	3.2%	2.4%	3.6%	5.4%	2.8%
6 PM	2.3%	2.2%	3.1%	2.4%	3.9%	4.5%	1.3%
7 PM	1.6%	1.6%	2.3%	1.7%	2.9%	2.9%	0.5%
8 PM	0.6%	0.6%	0.7%	0.6%	1.2%	1.1%	0.2%

Source: Placer.ai, LCG.

Visits by Month, Select Retailers:



Source: Placer.ai, LCG.

RETAIL DEMAND

Projected demand for different categories of retail within a 15-minute drive time of NorthPark Mall show little to no growth in consumer demand for goods and services in this area in the next 10 years—suggesting a general over-retailing of the area.

Demand Estimates for 15-Minute Drive Time from NorthPark Mall

Category	Estimate • 2034 Demand (15 min Drive Time)									
	Current Demand from Trade Area HHs	Current Supply (Sales from Trade Area Stores)	Current Leakage	Current Draw	Growth in Trade Area HH Demand	Growth in non-Trade Area HH demand (draw)	New SF Supported by HH Growth	SF Supported by Recaptured Leakage	Total SF	# Stores
Specialty Food Stores	\$11,117,661	\$8,737,592	\$2,380,069		\$224,365	\$0	449	4,760	5,209	0
Special Food Services	\$40,201,138	\$39,201,786	\$999,352		\$811,298	\$0	1,623	1,999	3,621	0
Beer, Wine, & Liquor Stores	\$22,516,039	\$21,554,704	\$961,335		\$454,395	\$0	1,377	2,913	4,290	1
Florists And Miscellaneous Store Retailers	\$4,427,629	\$4,953,610		\$525,981	\$89,354	\$0	308	-	308	0
Book, Periodical, & Music Stores	\$9,025,163	\$11,296,029		\$2,270,866	\$182,136	\$0	628	-	628	0
Used Merchandise Stores	\$13,244,029	\$24,666,426		\$11,422,397	\$267,277	\$0	922	-	922	0
Home Furnishings Stores	\$31,626,594	\$53,610,342		\$21,983,748	\$638,255	\$0	1,388	-	1,388	0
Limited-Service Eating Places	\$245,087,315	\$270,466,924		\$25,379,609	\$4,946,098	\$0	7,851	-	7,851	0
Lawn & Garden/Building Materials	\$285,474,308	\$311,019,332		\$25,545,024	\$5,761,147	\$0	13,717	-	13,717	0
Shoe Stores	\$19,718,548	\$45,319,864		\$25,601,316	\$397,939	\$0	865	-	865	0
Sporting Goods, Hobby, & Musical Instrument Stores	\$51,332,249	\$78,123,431		\$26,791,182	\$1,035,934	\$0	3,289	-	3,289	0
Jewelry, Luggage, & Leather Goods Stores	\$17,271,460	\$45,702,597		\$28,431,137	\$348,555	\$0	218	-	218	0
Furniture Stores	\$41,598,031	\$72,402,120		\$30,804,089	\$839,488	\$0	1,866	-	1,866	0
Electronics & Appliance Stores	\$59,979,550	\$92,167,691		\$32,188,141	\$1,210,445	\$0	1,807	-	1,807	0
Automotive Parts, Accessories, & Tire Stores	\$67,849,410	\$101,296,878		\$33,447,468	\$1,369,266	\$0	4,890	-	4,890	0
Bars/Drinking Places (Alcoholic Beverages)	\$36,355,010	\$70,138,692		\$33,783,682	\$733,679	\$0	1,112	-	1,112	0
Office Supplies, Stationery, & Gift Stores	\$18,192,415	\$60,500,861		\$42,308,446	\$367,140	\$0	1,836	-	1,836	0
Clothing Stores	\$90,558,466	\$137,261,419		\$46,702,953	\$1,827,557	\$0	2,538	-	2,538	0
Full-Service Restaurants	\$206,008,782	\$267,192,867		\$61,184,085	\$4,157,456	\$0	6,299	-	6,299	0
Department Stores	\$69,693,908	\$131,154,669		\$61,460,761	\$1,406,490	\$0	4,688	-	4,688	0
Other General Merchandise Stores	\$331,530,440	\$438,404,845		\$106,874,405	\$6,690,604	\$0	29,090	-	29,090	0
Other Miscellaneous Store Retailers	\$41,453,530	\$151,696,111		\$110,242,581	\$836,572	\$0	2,885	-	2,885	0
Health & Personal Care Stores	\$233,091,632	\$377,599,433		\$144,507,801	\$4,704,014	\$0	7,973	-	7,973	0
Grocery Stores	\$474,642,834	\$1,296,018,294		\$821,375,460	\$9,578,750	\$0	13,684	-	13,684	0

Source: Placer.ai, LCG.

RESIDENTIAL DEMAND

Estimated demand for over 2,016 housing units over next decade for the Iowa side of the Quad Cities, based on projected household growth.

Residential demand is driven by anticipated household growth allocated across income ranges and then assigned to renter versus owner. Projected growth rates are informed by recent history of both household growth and permit activity, with adjustments for some replacement/demolition and preservation of healthy vacancy rates.

Note: this market demand analysis prepared by the consultant team estimates net new housing unit demand, based on the factors described above. A separate study for the Quad Cities region conducted in 2021, “Silos to Solutions” forecast a need for 6,645 affordable units, specifically serving the Extremely Low-Income bracket of households. This previous analysis differs in combining forward-looking market demand with pent-up demand for affordable housing that already exists in the market. While the demand analysis conducted for this plan does incorporate some new demand for affordable units as a function of growth, the region’s pre-existing demand for affordable housing goes beyond what can be provided through NorthPark’s redevelopment.

10-Year Demand Estimation

Trade Area = Iowa Quad Cities (S. of I-80)

2023 Income	Households	Pct. Renter	Current Owner HHs	Current Renter HHs	HH Growth Rate	10-yr HH Growth	10-yr Total Unit Demand	10-year Owner Unit Growth	10-yr Renter Unit Demand
less than \$15,000	4,828	85%	724	4,104	0.25%	122	134	20	114
\$15,000-\$24,999	5,914	70%	1,774	4,140	0.25%	150	164	49	115
\$25,000-\$34,999	4,767	60%	1,907	2,860	0.25%	121	133	53	80
\$35,000-\$49,999	6,880	45%	3,784	3,096	0.30%	209	224	123	101
\$50,000-\$74,999	11,104	30%	7,773	3,331	0.30%	338	361	253	108
\$75,000-\$99,999	8,087	20%	6,469	1,617	0.35%	288	302	242	60
\$100,000-\$149,999	8,932	10%	8,038	893	0.35%	318	333	300	33
\$150,000-\$199,999	3,802	7%	3,536	266	0.35%	135	141	131	10
\$200,000 or greater	6,035	5%	5,733	302	0.35%	215	223	212	11
total	60,348	34%	39,739	20,609	0.31%	1,894	2,016	1,383	633

RESIDENTIAL DEMAND

Assuming NorthPark Mall redevelopment is focused on apartments and ownership middle housing, total attainable absorption for housing units in the mall area over the next decade is estimated at just over 350 units.

With a well-designed and aggressively-marketed mall redevelopment strategy that includes ownership middle housing such as townhomes and lofts, NorthPark should capture between 25-40% of trade area-wide middle housing unit demand (varying by income segment), resulting in absorption of over 100 such units over the next decade.

For rental apartments, the mall redevelopment should be able to capture 40-45% of this north metro trade area demand, yielding an additional nearly 250 units of absorption.

Altogether, these aggressive capture rates assume that NorthPark will be well-positioned to compete for residential demand driven by job growth in northern Davenport, such as the Sterilite expansion, and the overall attractiveness of a mixed-use neighborhood at the revitalized NorthPark site.

10-Year Unit Demand (Trade Area Total)

Income Segment	Total Units	Owner Middle (e.g. townhome, rowhome, plex)			
		Owner Single-Family Owner	Rental Multifamily Unit	Rental Single-Family	
under \$35K	431	50	73	278	31
\$35-50K	224	43	80	91	10
\$50-100K	663	149	346	152	17
\$100-150K	333	45	255	30	3
over \$150K	364	24	319	19	2
Total	2,016	311	1,072	569	63

10-year NorthPark Potential Capture of Projected Trade Area Growth

Income Segment	% share		units		Total
	Owner Middle (e.g. townhome, rowhome, plex)	Rental Multifamily	Owner Middle (e.g. townhome, rowhome, plex)	Rental Multifamily	
under \$35K	40%	45%	20	125	145
\$35-50K	40%	45%	17	41	58
\$50-100K	35%	40%	52	61	113
\$100-150K	25%	40%	11	12	23
over \$150K	25%	40%	6	8	13
Total	34%	43%	106	246	353



Leland Consulting Group

People Places Prosperity

503.222.1600
www.lelandconsulting.com



Greensfelder Real Estate Strategy

Pioneering and Applying Retail
Resilience

510.708.8927
www.greensfelder.net

CONFLUENCE

Confluence Planning

Landscape Architecture
Planning
Design

319.409.5401
www.thinkconfluence.com

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
8/7/2024

Subject:

Second Consideration: Ordinance amending Schedule XIII Seven Ton Weight Limit of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding 5th Street from Western Avenue to Gaines Street thereto. [Ward 3]

Recommendation:

Adopt the ordinance.

Background:

The 7-ton designation is typically used on streets that can't handle heavy traffic or shouldn't be used as a cut-through to avoid a nearby collector or arterial street. 5th Street is the alternate route for truck drivers who turn to avoid hitting the bridge while traveling down Harrison Street.

There is a sign at 5th Street and Western Avenue directing those drivers to turn left onto Western Avenue in order to get back on Highway 61. 5th Street between Western and Gaines is a brick street that is much narrower than it is east of Western so we want to encourage truck drivers to use Western rather than go all the way to Gaines.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XIII SEVEN TON WEIGHT LIMIT OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING 5TH STREET FROM WESTERN AVENUE TO GAINES STREET THERETO.

Section 1. That Schedule XIII Seven Ton Weight Limit of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

5th Street from Western Avenue to Gaines Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
8/7/2024

Subject:

Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Rachelle Buckwalter; Made Indie Market; Downtown; 6:00 a.m. - 7:00 p.m. Saturday, August 17, 2024; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]

Teri Logan; Thornwood Good Neighbor Project Block Party; 900-1200 block of North Thornwood Avenue; 10:00 a.m. - 10:30 p.m. Saturday, August 17, 2024; **Closure:** North Thornwood Avenue from North Lincoln Avenue to W Stubbs Lane. [Ward 3]

Place of Refuge Ministries; Back to School Celebration; 518 Brown Street; 9:00 a.m. - 6:00 p.m. Saturday, August 24, 2024; **Closure:** east-west alley from Brown Street to Warren Street between West 5th and West 6th Streets. [Ward 3]

St. Anthony Catholic Church; Kermes (Carnival); 417 North Main Street; 6:00 a.m. - 6:30 p.m. Sunday, September 8, 2024; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]

Heather Davis; Arlington Avenue Block Party; 3000 & 3100 blocks of Arlington Avenue; 12:30 p.m. - 8:00 p.m. Saturday, September 14, 2024; **Closures:** Arlington Avenue from East 30th Street to East 32nd Street; East 32nd Street from Arlington Avenue east to the alley. [Ward 5]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 21, 2024 - 10:00 a.m. Sunday, September 22, 2024; **Closure:** two easternmost lanes of Brady Street from 8th Street to Palmer Drive. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

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

Arlington Avenue Block Party | The original plan was to close East 32nd Street from Arlington Avenue to the the the alleys east and west. There was some opposition from the residents on Arlington Circle so East 32nd Street will remain open west of Arlington Avenue.

Attachments:

1. Resolution
2. Made Indie Market Street Closure Map
3. Made Indie Market Street Closure Petition

4. Thornwood Good Neighbor Project Block Party Closure Map
5. Thornwood Good Neighbor Project Block Party Neighbor Flyer
6. Place of Refuge Ministries Back to School Celebration Closure Map
7. Place of Refuge Ministries Back to School Celebration Petition
8. St. Anthony Catholic Church Kermes Closure Map
9. Arlington Avenue Block Party Street Closure Map
10. Arlington Avenue Block Party Street Closure Petition
11. Palmer Homecoming Closure Map

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

RESOLUTION approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

*Rachelle Buckwalter; Made Indie Market; Downtown; 6:00 a.m. - 7:00 p.m. Saturday, August 17, 2024; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]*

*Teri Logan; Thornwood Good Neighbor Project Block Party; 900-1200 block of North Thornwood Avenue; 10:00 a.m. - 10:30 p.m. Saturday, August 17, 2024; **Closure:** North Thornwood Avenue from North Lincoln Avenue to W Stubbs Lane. [Ward 3]*

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*St. Anthony Catholic Church; Kermes (Carnival); 417 North Main Street; 6:00 a.m. - 6:30 p.m. Sunday, September 8, 2024; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]*

*Heather Davis; Arlington Avenue Block Party; 3000 & 3100 blocks of Arlington Avenue; 12:30 p.m. - 8:00 p.m. Saturday, September 14, 2024; **Closures:** Arlington Avenue from East 30th Street to East 32nd Street; East 32nd Street from Arlington Avenue east to the alley. [Ward 5]*

*Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 21, 2024 - 10:00 a.m. Sunday, September 22, 2024; **Closure:** two easternmost lanes of Brady Street from 8th Street to Palmer Drive. [Ward 3]*

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

WHEREAS, upon review of the applications, it has been determined that 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 closure requests are hereby approved and staff is directed to proceed with the closures.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk





CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 17th day of August, 20 during the hours of 6am-7pm
there is proposed a street closure, requested by Made Market QC, which will
require the closing of E 2nd Street between Perry and
Pershing.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	NOT		
	IN FAVOR	OPPOSED	CONCERNED
TAG	☒	☐	☐
Raygun <u>Eric</u>	☒	☐	☐
Tiphanyes	☐	☐	☐
Major Art and Hobby	☒	☐	☐
Blue Spruce Bakery	☒	☐	☐
Theo and Co	☐	☐	☐
Nehlsen <u>BRA</u>	☒	☐	☐
Barrell House	☒	☐	☐
Hair Salon	☒	☐	☐
H L by Design	☒	☐	☐
	☐	☐	☐
	☐	☐	☐

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Signature of Applicant

Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

W 13th St

N Thornwood Ave

W Stubbs Ln

N Elmwood Ave

N Linwood Ave

N Linwood Ave

N Thornwood Ave

N Elmwood Ave

N Linwood Ave

N Linwood Ave

W Elmwood Ave

Forest
ts

 Closure



Neighborhood Street Picnic for Thornwood

Per the City we have to move our street picnic to

August 17th, 2024 2:00 pm to 8:pm

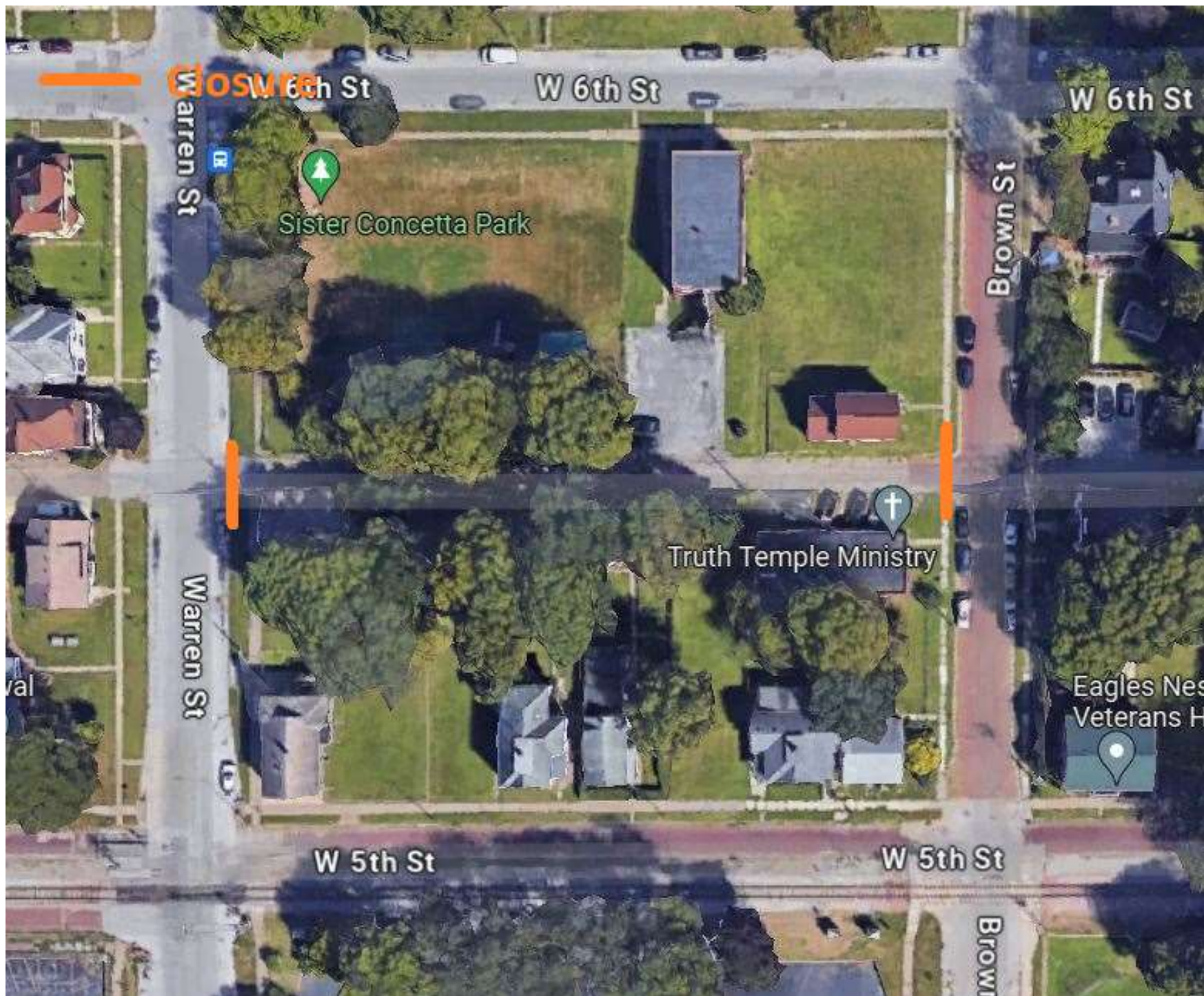
I am sure that it will be a great picnic. I look forward to everyone coming.

We are still planning on seeing everyone again please bring a lawn chair and what you want as a side dish and a drink. I apologize for the sudden change. I hope that all still attend. I also if you could let me know how many will be attending and what you are bringing.

Thank you , Teri Logan

Huskrzlady@gmail.com or 563-370-9220

I apologize for the Change but look forward to seeing everyone.



August 24, 2024

Neighborhood Petition for Place of Refuge Ministries
Tamera Price Back to School Celebration
1825 Grand Ave apt # 1 518 Brown St.
Davenport, IA Davenport, IA 52802
309-631-0563

Julia Burrage
916 W 15th

Davenport, IA
563-271-4207

Ameshia Stewart
2800 Eastern Ave Building D
Davenport IA
254-251-8677

Jeffrey Burag
912 3rd

Davenport, IA

52803

563-232-4570

Lewis Rush

1324 Algaine St

Davenport

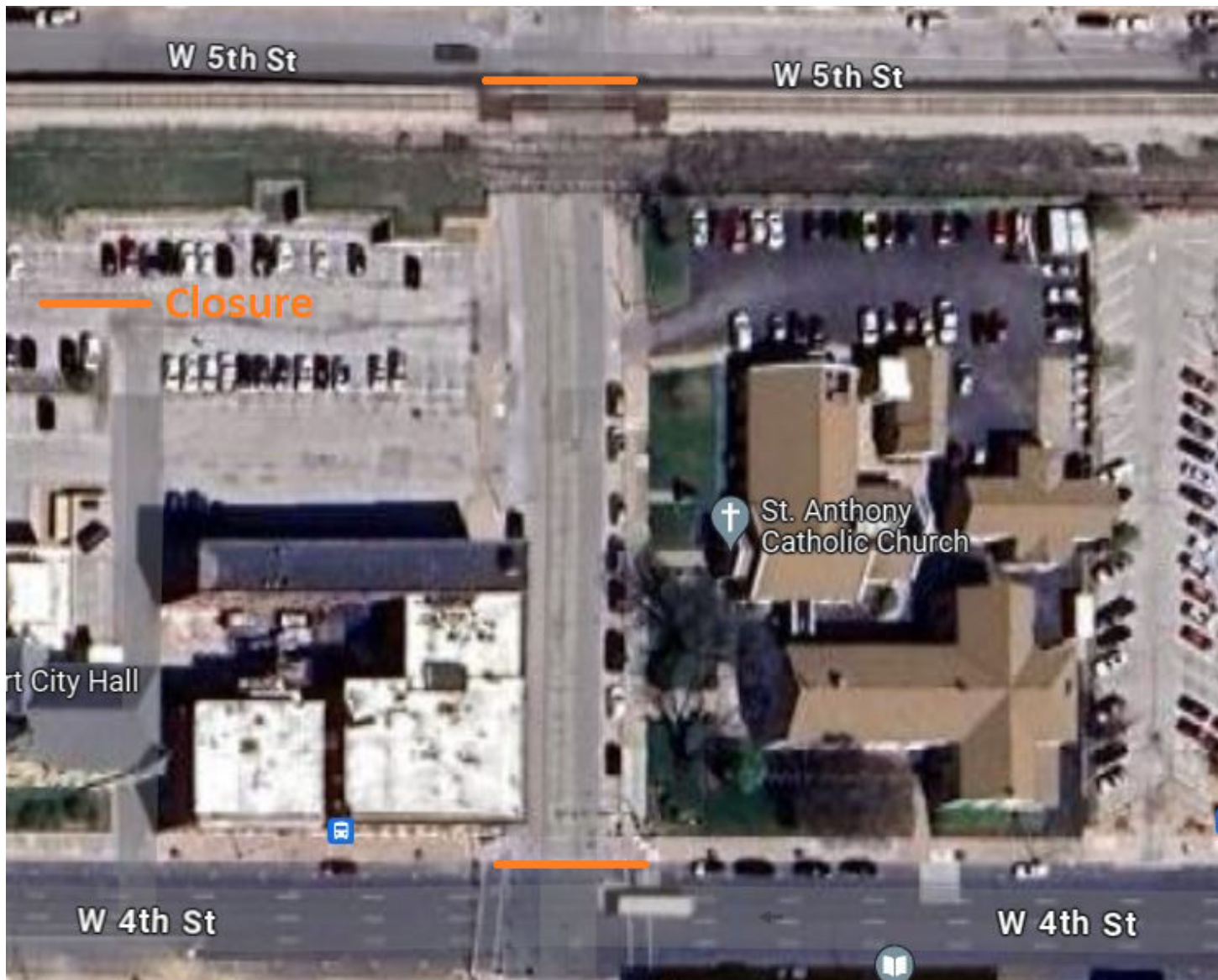
563, 369-5083

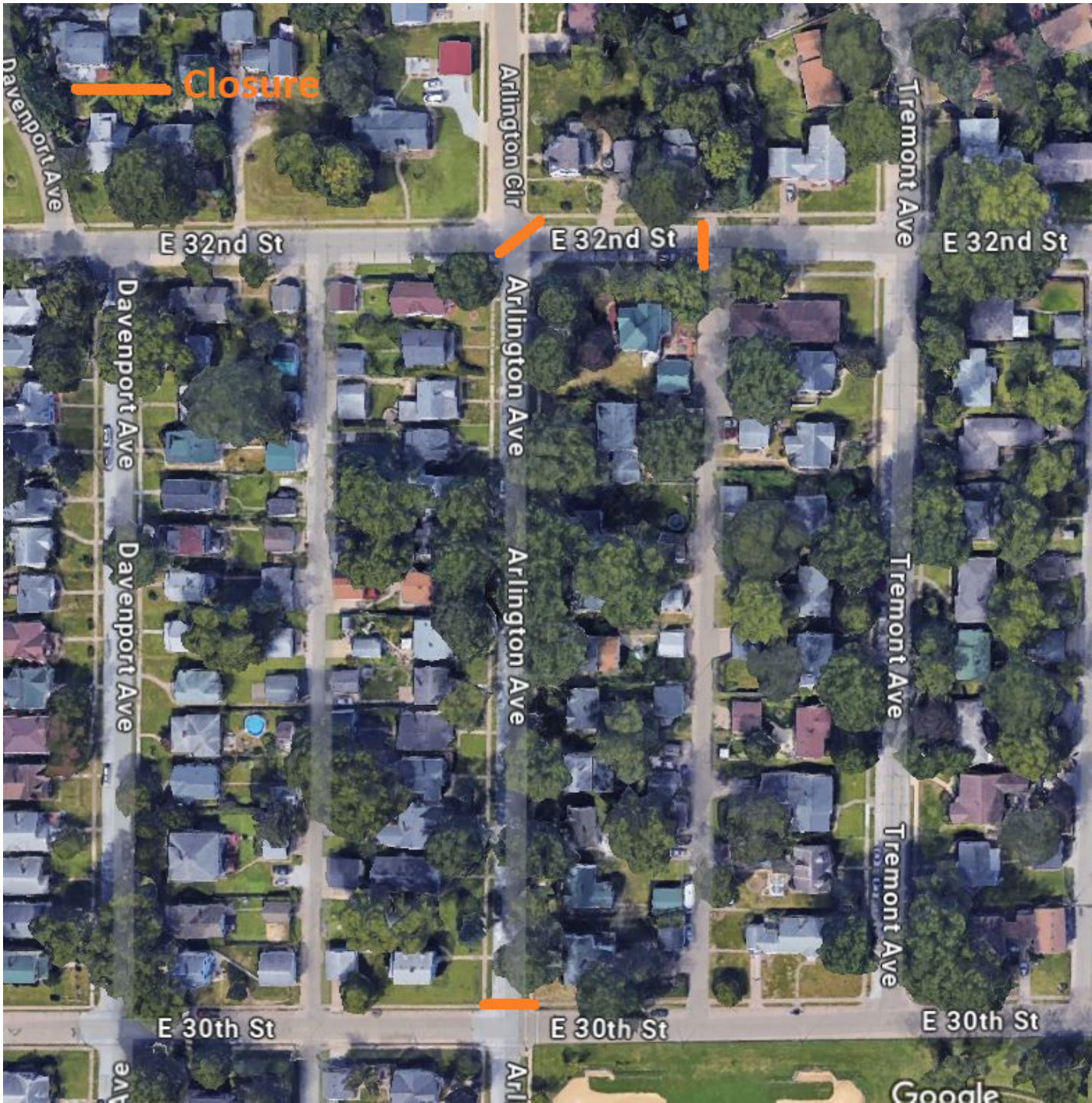
PROJECT RENEWAL

Ann Schwickerath

906 W. 5th St

DAVENPORT, IA 52802







CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 14th day of September, 2024 during the hours of 12:30pm - 8:00pm there is proposed a street closure, requested by Heather Davis, which will require the closing of Arlington Avenue between East 32nd St. and East 30th St.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
(made across Flyer) 3009 Att 6/29/24 4-4:30pm Attempt 07/20/24 ¹²⁰⁰			Attempt 07/21/24 ¹²⁰⁰
3015 Att 6/29/24 4-4:30pm Attempt 07/20/24 ¹²⁰⁰			Attempt 07/21/24
✓ 3019 Att 6/29/24 4-4:30pm Completed			
3029 Att 6/29/24 4-4:30pm Attempt 07/20/24 ¹²⁰⁰			Attempt 07/21/24 ¹²⁰⁰
✓ 3033 Att 6/29/24 4-4:30pm Completed			
3103 Att 6/25/24 4-4:30pm Completed			
✓ 3111 Att 6/29/24 4-4:30pm Completed			
✓ 3119 Att 6/29/24 4-4:30pm Completed			
(made across Flyer) 3124 Att 6/29/24 4-4:30pm Attempt 7/20/24 ¹²⁰⁰			Attempt 07/21/24 ¹²⁰⁰
✓ 3116 Att 6/29/24 4-4:30pm Completed			
✓ 3110 Att 6/29/24 4-4:30pm Completed			
(made across Flyer) 3106 Att 6/29/24 4-4:30pm Attempt 7/20/24 ¹²⁰⁰			Attempt 07/21/24 ¹²⁰⁰

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Heather Davis 07/22/24
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 14th day of September, 2024 during the hours of 12:30 pm - 8:00 pm
there is proposed a street closure, requested by HEATHER DAVIS, which will
require the closing of Arlington Avenue between East 32nd St and
East 30th St.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Heather Davis 3114 Arlington Ave</u>	<u>X</u>		
<u>Deanna Morehead 3032 Arlington Ave</u>	<u>X</u>		
<u>Bert and Angie Spigauer 3032 Arlington</u>	<u>X</u>		
<u>Spencer Glover 3018 Arlington</u>	<u>X</u>		
<u>Hayla Schwerdtfeger</u>	<u>X</u>		
<u>Jessica Daily 3023 Arlington Ave</u>	<u>X</u>		
<u>Billy Helman 3016 Arlington</u>	<u>X</u>		
<u>Ruby Helman 3016 Arlington</u>	<u>X</u>		
<u>Sarah Wilson 3003 Arlington Ave</u>	<u>X</u>		
<u>Andrew Willis 3023 Arlington Ave</u>	<u>X</u>		
<u>Michael Carver 3120 Arlington Ave</u>	<u>X</u>		
<u>Virginia Filbrandt 3116 Arlington Avenue</u>	<u>X</u>		

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Heather Davis 09/22/24
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 14th day of September, 2024 during the hours of 12:30 - 8:00pm
there is proposed a street closure, requested by WEATHER DAVIS, which will
require the closing of Arlington Avenue between EAST 32nd Street and
EAST 30th Street

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>MTA/McGraw</u> <u>3314 Arlington Circle</u>		☒	
<u>no answer</u> <u>3317 Circle</u>	<u>Attempt</u>	<u>07/20/24^{12⁰⁰}</u>	<u>07/21/24^{13⁰⁰}</u>
<u>no answer</u> <u>3308 Circle</u>	<u>Attempt</u>	<u>07/20/24^{12⁰⁰}</u>	<u>07/21/24^{13⁰⁰}</u>
<u>Lee Jay</u> <u>3302 Circle</u>		☒	
<u>B. Paul Watson</u> <u>3230 Circle</u>	☒	☒	
<u>no answer</u> <u>2220 Circle</u>	<u>Attempt</u>	<u>07/20/24^{12⁰⁰}</u>	<u>07/21/24^{13⁰⁰}</u>
<u>Christine Frederick</u> <u>32nd</u>	☒		
<u>Deb's Mike Wilson</u> <u>3119 Arlington Ave</u>	☒		
<u>3002 Arlington Avenue</u> <u>Vacant Home</u>			

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Weather Davis
Signature of Applicant

07/22/2024
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 14th day of September, 2024 during the hours of 12:30pm - 8:00pm
there is proposed a street closure, requested by HEATHER DAVIS, which will
require the closing of Arlington Avenue between 5th St and
6th St.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Travis Carpenter 3142 Arlington Avenue	X		
Lori & Jim 3103 Arlington	X		
Paul & Becky Schenker 3111 Arlington	X		
MARV SCHERLER 924 E 32 nd	X		
Melvin 924 E 32 nd	X		
D. Harris 916 E 32 nd	X		
Allison McIlhenny 3202 Arlington Ave	X		
Ryan Aguayo Padilla 3217 Arlington Circle	X		
No Answer 3225 Arlington Circle	Attempt	07/20/24	07/21/24 Bao
Margaret Bash 3305 Arlington Circle	X		
Dan 3311 Arlington Circle	X		

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Signature of Applicant

Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
8/7/2024

Subject:

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

Rachelle Buckwalter; Made Indie Market; Downtown; 10:00 a.m. - 4:00 p.m. Saturday, August 17, 2024; Outdoor music/band, over 50 dBA. [Ward 3]

Place of Refuge Ministries; Back to School Celebration; 518 Brown Street; 9:00 a.m. - 6:00 p.m. Saturday, August 24, 2024; Outdoor music over 50 dBA. [Ward 3]

St. Anthony Catholic Church; Kermes (Carnival); 417 North Main Street; 10:00 a.m. - 5:00 p.m. Sunday, September 8, 2024; Outdoor music, over 50 dBA. [Ward 3]

Heather Davis; Arlington Avenue Block Party; 3000 & 3100 blocks of Arlington Avenue; 12:30 p.m. - 8:00 p.m. Saturday, September 14, 2024; Outdoor music, over 50 dBA. [Ward 5]

Recommendation:

Pass the Motion.

Background:

These requests for noise variances have been received pursuant to the Municipal Code of Davenport, Iowa, Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

Attachments:

1. Place of Refuge Ministries Back to School Celebration Petition

August 24, 2024

Neighborhood Petition for Place of Refuge Ministries
Tamara Price Back to School Celebration
1825 Grand Ave apt # 1 518 Brown St.
Davenport, IA Davenport, IA 52802
309-631-0563

Julia Burrage
916 W 15th

Davenport, IA
563-271-4207

Ameshia Stewart
2800 Eastern Ave Building D
Davenport IA
254-251-8677

Jeffrey Burag
912 3rd

Davenport, IA

52803

563-232-4570

Lewis Rush

1324 Algaine St

Davenport

563, 369-5083

PROJECT RENEWAL

Ann Schwickerath

906 W. 5th St

DAVENPORT, IA 52802

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
8/7/2024

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - Extended outdoor Area August 9-11 - License Type: Class C Liquor (On-Premises) ***TO BE VOTED ON LATER ON THE AGENDA***

Palmer College of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 North Brady Street - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

RiverCenter/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Temporary Extended Outdoor Area August 16-17- License Type: Class C Liquor (On-Premises)

Thunder Bay Grille (Thunder Bay Grille, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 17 - License Type: Class C Liquor (On-Premises)

Ward 6

Links (OMFG, LLC) - 5619 Utica Ridge Road #300 - Outdoor Area - New License/Owner - License Type: Class C Liquor (On-Premises)

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 (On-Premises)

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

Ward 2

Hy-Vee Market Cafe (Hy-Vee, Inc) - 2200 West Kimberly Road (Cafe Area) - License Type: Class C Liquor (On-Premises)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Barrel House 211 (Barrelhouse, LLC) - 207-211 East 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Bootleg Hill Honey Meads (Bootleg Hill, LLC) - 321 East 2nd Street - License Type: Class C Liquor (On-Premises)

Duck City Delicatessen & Bistro (Moskowitz Llewellyn Restaurant Systems, Inc) - 115 East 3rd Street - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mark (Express Lane, Inc) - 1139 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

The Garrison (Endeavor Management Group, LLC) - 131 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

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

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

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

Stompbox Brewing (Jpx2me, LLC) - 210 East River Drive #101 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

Walgreens #05239 (Walgreen Co) - 1660 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 5

Rookie's Sports Bar (Rookies, Inc) - 2818 Brady Street - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mart (Express Lane, Inc) - 1909 North Harrison Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Applebee's Neighborhood Grill & Bar (Apple Corps LP) - 3838 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 5270 Elmore Avenue #3 -

Outdoor Area - License Type: Class C Liquor (On-Premises)

Holiday Inn & Suites / J-Bar (HOA Hotels, LLC) - 4215 Elmore Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Red Lobster #0133 (Red Lobster Restaurants, LLC) - 3420 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Rudy's Tacos (C.M.E. 1066, Inc) - 3944 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Super Target T-533 (Target Corporation) - 5225 Elmore Ave - License Type: Class E Liquor (Carry-Out)

Walgreens #06186 (Walgreen Co) - 4011 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Ward 7

CVS Pharmacy #8658 (Iowa CVS Pharmacy, LLC) - 1655 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Hooters of Davenport (HOA Restaurant Holder, LLC) - 110 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Phil & Larry's Saloon (P & L, Inc) - 4811 North Brady Street #2 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Stop-N-Go #562 (Kwik Trip, Inc) - 4619 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Walgreens #04041 (Walgreen Co) - 1525 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 8

Iowa Machine Shed (Machine Shed, LLC) - 7250 Northwest Boulevard - License Type: Class C Liquor (On-Premises)

C. Request for Waiver to 600' Child Care Distance Separation Provisions

Ward 3

Palmer College of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 North Brady Street - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

Background:

These applications have been reviewed by the Police, Fire, and Zoning Departments.

Attachments:

1. Letter of Authorization
2. Request for Waiver



TJ Schneckloth, Superintendent
Achievement Service Center
1702 N. Main Street
Davenport, Iowa, 52803
Voice: 563-336-7407

July 22, 2024

Jamie Swanson
Revenue Coordinator
City of Davenport
liquor@davenportiowa.com

Ms. Swanson:

I understand that Palmer College is seeking a waiver to secure a one-year liquor license that allows for alumni and donor events (App 200645) to be held at Palmer. The waiver is necessary due to the events being held within 600 feet of a childcare center and/or an elementary or high school.

Please consider this letter written consent on behalf of Davenport Community School District and the affected attendance centers.

Respectfully,

TJ Schneckloth
Superintendent

/bmt



Request for Waiver to 5.10.105(A) 600-foot Separation from Child Care Providers

Subsection 5.10.105(A) states that no retail alcohol license application “shall be approved if the property upon which such licensed or permitted activity will occur is located within 600 feet, including public rights-of-way, of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state-registered child development home or state-licensed child-care center may be approved if the City Council, upon a hearing, grants a waiver to this rule.”

Name of Applicant: Palmer College Foundation

Name of Business (DBA): Palmer College of Chiropractic

Address of Business: 1000, 1001, and 1005 Brady Street, Davenport, Iowa

The undersigned, as owners of the above-named business, has determined that there is a state-registered child development home or state-licensed child-care center, within 600 feet of the address listed above and is requesting a waiver from the Davenport City Council.

In order for the City Council to consider a waiver, the applicant must demonstrate that:

- 1) Written consent has been obtained from the affected child development home or care center; AND/OR
- 2) Sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the application, such as:
 - a. An arterial roadway as defined by section 17.04.010.15; or
 - b. At least 100 feet of natural buffering like woods, ravines, waters, or wetlands; or
 - c. Similar or greater visual, sound, and physical separation as set forth in “a” and “b” immediately above. Physical separation refers to the ease and options for pedestrian movement.

The applicant is also strongly encouraged to provide documentation of a public meeting that they organized and held with all parties affected within 600 feet of the business prior to submitting a waiver request.

Dated this 22nd day of May, 2024.

Signature of Applicant

Jennifer Randazzo, Vice Chancellor of Finance

Printed Name of Applicant

City of Davenport

Department: Public Works
Contact Info: Amy Kay | 563-327-5160

Action / Date
8/7/2024

Subject:

Second Consideration: Ordinance amending various sections of Chapter 13.34 entitled "Stormwater Management" of the Municipal Code of Davenport, Iowa to clearly convey intent and to ensure compliance with recent state legislation regarding regulation of topsoil and stormwater at construction sites. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Senate File 455 (SF455), an Act relating to the regulation of topsoil and stormwater at construction sites, has laid out regulations that affect stormwater management ordinances. The Act states that cities cannot adopt or enforce an ordinance, or other mechanism, that relates to the preservation, compaction, placement, or depth of topsoil at a construction site that is more restrictive than the requirements in the National Pollutant Discharge Elimination System General Permit No. 2 (GP2), as issued by the IDNR.

SF455 also includes regulations that allow cities to adopt or enforce an ordinance for stormwater management, as long as the release rate from the 100-year storm does not require a post-construction release rate that is more restrictive than the existing flow rate from a 5-year storm. If a city wants to impose a stormwater runoff requirement that is more restrictive than the 5-year existing storm release rate, that is only allowed if the city pays for all study, design and engineering costs, and easement costs that would be required for the more restrictive release rate.

Changes in the ordinance reflect the new legislation and process updates to ensure compliance.

Attachments:

1. Ordinance
2. Chapter 13.34 Current Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 13.34 ENTITLED "STORMWATER MANAGEMENT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO CLEARLY CONVEY INTENT AND TO ENSURE COMPLIANCE WITH RECENT STATE LEGISLATION REGARDING REGULATION OF TOPSOIL AND STORMWATER AT CONSTRUCTION SITES.

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

Section 1. That Subsection 13.34.060 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.060 Requirements for Stormwater Management Plans

- A. No application for development will be approved unless it includes a Storm Water Management Plan (SWMP) detailing how runoff and associated water quality impacts resulting from the development will be controlled or managed. This plan must be prepared by an individual approved by the City of Davenport, typically the applicants engineer, and must indicate whether stormwater will be managed on-site or off-site and the location and type of practices.
- B. The stormwater management plan(s) shall be referred for comment to all other interested agencies, and any comments must be addressed before approval of the stormwater management plan. This plan must be signed by a professional engineer licensed in the state of Iowa, who will verify that the design of all stormwater management practices meets the submittal requirements outlined in the Davenport Stormwater Manual. No building, or COSESCO permits shall be issued until a satisfactory final stormwater management plan, or a waiver, shall have undergone a review and been approved by the City Engineer or their designee after determining that the plan or waiver is consistent with the requirements of this ordinance.
- C. A stormwater management plan shall be required with all permit applications seeking approval under Chapter 13.34 of the Davenport Municipal Code and will include sufficient information (e.g. maps, hydrologic calculations, site topography, soils, aquatic resources, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater runoff generated at the project site. The intent of this planning process is to determine the type of stormwater management measures necessary for the proposed project and ensure adequate planning for management of

stormwater runoff from future development. The information required in the plan can be found in the Davenport Stormwater Manual.

- D. In conjunction with the requirements above, a landscaping plan must be submitted as part of the civil construction plan set to describe the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be approved prior to issuance of a permit for construction of the project. Stormwater management practice landscaping may be combined with the Zoning Code, Chapter 17 landscaping requirements, provided it meets all code requirements.
- E. Review and modifications to the stormwater management plan and the Maintenance & Repair Agreement, as deemed necessary by the City of Davenport, shall be completed prior to approval. The stormwater management plan shall include all the information required in the Stormwater Management Plan outline found in the Davenport Stormwater Design Manual. In addition, the originally signed and notarized, approved Maintenance & Repair Agreement shall be submitted to the City for signature prior to recording at the Records Office of Scott County. No permits shall be issued until this document has been received by the Natural Resources Division. The City will record the document and return the original to the person or company designated on the agreement.

Section 2. That Subsection 13.34.080 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.080 Construction Inspections

- B. All applicants are required to submit "as built" plans for any stormwater management practices constructed prior to a final inspection of the site if any city-approved field adjustments were required during project installation that result in discrepancies from existing approved plans. The plans must show all final construction and must be certified by a professional engineer licensed in the state of Iowa. A final inspection by the City of Davenport is required before the release of any performance securities or issuance of certificate of occupancy for the building(s) on the property for which the stormwater system was constructed.

Section 3. That Subsection 13.34.100 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.100 Waivers

- A. Factors that may generate a waiver:
 - 1. Shallow Bedrock
 - 2. High Groundwater
 - 3. Hotspots or Contaminated Soils
 - 4. Existing Infrastructure Elevation Conflicts

Section 4. That Subsection 13.34.120 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.120 Runoff calculation.

- A. Design flows shall normally be calculated using the procedures outlined in the Soil Conservation Services, Technical Release No. 55 "Urban Hydrology for Small Watersheds" and the "Iowa Users Guide and Supplement" for said Technical Release No. 55. For drainage basins of twenty acres or less, the Modified Rational Method may be used. For drainage basins greater than twenty acres, TR-55 may be used, or other method approved by the City Engineer. For drainage areas larger than 2,000 acres or for situations where the methods described above are not appropriate, TR-20, HEC-1, HEC- HMS or other approved alternatives may be used.

Section 5. That Subsection 13.34.130 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.130 Storm sewers.

- B. An acceptable method of determining the flooded width of the street shall be the use of width-discharge curves.
- C. An acceptable method of determining catch basin capacity for various conditions shall be the use of capacity charts.
- E. For culvert and ditch conveyance frequencies, guidance per ISWMM Chapter 2 must be used.
- F. Prior to acceptance of storm sewer installed by private contractor, all storm sewers and structures must be cleaned and televised to ensure that they meet acceptable City standards. Televising will be completed as detailed by the City standards, and inspection files shall be provided to the City Engineer or their representative for review and acceptance. Fees for this service shall be set from time to time by City Council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

Section 6. That Subsection 13.34.140 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.140 Excess stormwater passageway.

- B. Where specifically approved by the City Engineer, the excess stormwater passageway may consist of a conduit. In such cases, the capacity of the conduit shall be twice the capacity necessary to convey the one-hundred-year stormwater flow.
- G. Spot elevations should be listed on the final grading plan at each rear lot corner, at the mid-point of the side yard line, and along the proposed drainage ways and easements.

Section 7. That Subsection 13.34.150 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.150 Open channels.

- A. The size and shape of open channels shall be designed to meet the requirements of runoff, depth, side slopes, gradient, and velocity limitations in accordance with the site conditions. Channel capacity shall be based on one-hundred-year storm frequency. Manning's Formula as cited in most civil engineering handbooks, shall be used in hydraulic design of open channels. A minimum cleaning velocity of 3 ft/s should be used for the design storm per the ISWMM Chapter 2, Design Frequencies for Conveyance Facilities. Channel banks shall be protected by use of low vegetation, rip-rap, or paving as design velocity dictates subject to the approval of the City engineer.

Section 8. That Subsection 13.34.210 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.210 Applicability.

- A. There is no statute of limitations that would exempt multiple impervious area additions that cumulatively create over 5,000 square feet, unless granted a waiver per Section 13.34.100.

Section 9. That Subsection 13.34.210(C) of the Municipal Code of Davenport, Iowa is hereby deleted and all subsequent items be re-lettered accordingly.

Section 10. That Subsection 13.34.220 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.220 Release rate.

- A. The release rate of stormwater from any detention basin required under this chapter for new development and redevelopment shall not exceed the stormwater runoff rate from the drainage area from a five-year frequency storm using a runoff coefficient commensurate with actual existing conditions. The Modified rational method may be used for areas under twenty acres. Utilize the S.C.S. TR-55 "Urban Hydrology for Small Watersheds" and the "Iowa Users Guide and Supplement" for said TR_55 for areas over twenty acres.
- B. All release rates shall not exceed permissible velocities per the ISWMM Design Standards Chapter for Open Channel Flow or the Iowa SUDAS Design Chapter for Grass Channels. Information pertaining to the maximum permissible velocities for channels must be included in the submitted SWMP.

Section 11. That Subsection 13.34.220(D) of the Municipal Code of Davenport, Iowa is hereby deleted and all subsequent items be re-lettered accordingly.

Section 12. That Subsection 13.34.230 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.230 Detention requirements.

- A. Utilize the Unified Sizing Criteria (USC) from the Recharge Volume (Rev) up to Extreme Flood Protection (Qf) for the required volume of stormwater detention. The Recharge Volume can be used to help meet the WQv. The WQv shall provide 100% retention, infiltration or abstraction (where soils do not allow full infiltration) of the 1.25-inch-in- a-twenty-four-hour rainfall event per Section 13.34.310.
- B. City standards that are to be used in conjunction with the USC are:
 - 1. The Modified Rational method may only be used for small catchments less than twenty acres.
- C. For sites greater than twenty acres, the method of sizing of the detention storage volume must be approved by the City engineer. The TR-55 method is an approved method.
- E. (1)(c) Outlet control structures shall be designed as simply as possible and shall require little or no attention for proper operation. Utilize the Unified Sizing Criteria for staged outlet design. Each stormwater storage area shall be provided with a method of emergency overflow in the event that a storm in excess of the one-hundred-year frequency storm occurs. This emergency overflow facility shall be designed to function without attention and shall become part of the excess stormwater passageway described in Section 13.34.140. Hydraulic calculations shall be submitted to substantiate all design features and shall comply with ISWMM design standards.
- E. (1)(e) Outlet control structures shall not direct flows over sidewalks, through curb sections or onto the roadway; nor shall they be constructed or put in a location that will cause icing issues within the right of way.

Section 13. That Section 13.34.250 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.250 Procedure.

- D. In the event weather prohibits the completion of stormwater management facilities or any associated landscape at the time subdivision acceptance or certificate of occupancy is applied for, a security bond for 125% in favor of the city of the estimated amount of construction and landscape materials with installation cost may be submitted. The cost of construction and landscape materials with installation must be determined by a landscape architect, construction estimator or other landscape business professional.

Section 14. That Section 13.34.250 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.300 Applicability.

- C. The Recharge Volume can be used to help meet the WQv. The WQv shall provide 100% retention, infiltration or abstraction (where soils do not allow full infiltration) of the 1.25-inch-in-a-twenty-four-hour rainfall event per Section 13.34.310.

Section 15. That Section 13.34.310 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.310 General Performance Criteria for Stormwater Quality Management.

- F. The calculations for determining small storm flows as found in the Iowa Stormwater Management Manual shall be used for sizing all stormwater quality management practices.
- G. If utilizing infiltration-based practices to comply with water quality management, soil boring information will need to be provided to ensure the practice will function. Additional information can be found in the Davenport Stormwater Management Manual.

Section 16. That Subsection 13.34.320 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows.

13.34.320 Soil Quality Restoration.

- A. Soil retention. Soil shall be retained on site per requirements of the NPDES GP#2 and as outlined in the Davenport Stormwater Manual. Topsoil verification measures pre and post-construction are described more fully in the Davenport Stormwater Manual.
- F. The City Engineer or their designee will approve the source of off-site topsoil or compost, if utilized. Surface soils from ditch bottoms, drained ponds, and eroded areas, or soils that are supporting growth of noxious weeds or other undesirable vegetation, will not be accepted. The Engineer will determine if testing is necessary. The Contractor will be responsible for payment of the testing if the off-site topsoil does not meet the above requirements, regardless of testing outcome.

Section 17. That Section 13.34.340 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.34.340 Procedure.

- D. In the event weather prohibits the completion of stormwater management facilities or any associated landscape at the time subdivision acceptance or certificate of occupancy is applied for, a security bond for 125% in favor of the city of the estimated amount of construction and landscape materials with installation cost may be submitted. The cost of construction and landscape materials with installation must be determined by a landscape architect, construction estimator or other landscape business professional.

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

Title 13. Public Systems

Chapter 13.34. STORMWATER MANAGEMENT

SUBCHAPTER I.. General Provisions

13.34.060. Requirements for stormwater management plans.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-28-2020 by Ord. No. 2020-439; 10-23-2019 by Ord. No. 2019-446]

- A. No application for development will be approved unless it includes a stormwater management plan detailing how runoff and associated water quality impacts resulting from the development will be controlled or managed. This plan must be prepared by an individual approved by the City of Davenport, typically the applicant's engineer, and must indicate whether stormwater will be managed on-site or off-site and the location and type of practices.
- B. The stormwater management plan(s) shall be referred for comment to all other interested agencies, and any comments must be addressed in a final stormwater management plan. This final plan must be signed by a professional engineer licensed in the state of Iowa, who will verify that the design of all stormwater management practices meet the submittal requirements outlined in the Davenport Stormwater Manual. No building, or COSESCO permits shall be issued until a satisfactory final stormwater management plan, or a waiver, shall have undergone a review and been approved by the City Engineer or their designee after determining that the plan or waiver is consistent with the requirements of this chapter and recording of any applicable documents. .
- C. A stormwater management plan shall be required with all permit applications seeking approval under this Chapter 13.34 of the Davenport Municipal Code and will include sufficient information (e.g., maps, hydrologic calculations, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater runoff generated at the project site. The intent of this planning process is to determine the type of stormwater management measures necessary for the proposed project and ensure adequate planning for management of stormwater runoff from future development. The information required in the plan can be found in the Davenport Stormwater Manual. For development or redevelopment occurring on a previously developed site, an applicant shall include within the stormwater plan measures for controlling existing stormwater runoff discharges from the site in accordance with the standards of this chapter to the maximum extent practicable.
- D. In addition to the requirements above, a landscaping plan must be submitted as part of the stormwater management concept plan to describe the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be approved prior to issuance of a permit for construction of the project. Stormwater management practice landscaping may be combined with the Zoning Code, Chapter 17 landscaping requirements, provided it meets all code requirements.

- E. After review of and modifications to the stormwater management plan and the Maintenance & Repair Agreement, as deemed necessary by the City of Davenport, the final stormwater management plan must be submitted for approval. The final stormwater management plan shall include all of the information required in the Final Stormwater Management Plan outline found in the Davenport Stormwater Design Manual. In addition, the originally signed and notarized, approved Maintenance & Repair Agreement shall be submitted to the City for signature prior to recording at the Records Office of Scott County. No permits shall be issued until the originally signed and notarized document has been received by the Natural Resources Division. The City will record the document and return the original to the person or company designated on the agreement
- F. The City of Davenport may, at its discretion, require the submittal of a performance security or bond prior to issuance of a building or COSESCO permit in order to insure that the stormwater practices are installed by the permit holder as required by the approved stormwater management plan. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. The installation performance security shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer licensed in the State of Iowa that the stormwater practice has been installed in accordance with the approved plan and other applicable provisions of this chapter. The City of Davenport will make a final inspection of the stormwater practice to ensure that it is in compliance with the approved plan and the provisions of this chapter.

13.34.080. Construction inspections.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. The applicant must notify the City of Davenport Public Works Department 24 hours in advance of the commencement of construction of stormwater systems. Regular inspections of the stormwater management system construction shall be conducted by City staff from the Engineering Division of Public Works and the Natural Resources Division of Public Works. If any construction is found to not comply with the plans, the contractor and/or property owner shall be notified of the nature of the discrepancy and the actions required for correcting the construction. No added work shall proceed until any corrective actions are completed and pass reinspection.
- B. All applicants are required to submit as-built plans for any stormwater management practices constructed prior to a final inspection of the site. The plans must show all final construction and must be certified by a professional engineer licensed in the State of Iowa. A final inspection by the City of Davenport is required before the release of any performance securities or issuance of a certificate of occupancy for the building(s) on the property for which the stormwater system was constructed.
- C. If seasonal weather prohibits the installation of stormwater management facilities or any associated landscape at the time a certificate of occupancy is applied for, a temporary certificate of occupancy may be issued with provision of a security bond for 125% in favor of the City of the estimated amount of landscape materials and installation cost. The cost of landscape materials and installation must be determined by a landscape architect or other landscape business professional. The installation of stormwater management facilities or any associated landscape must begin as soon as seasonal weather allows.

13.34.100. Waivers.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. Every development or redevelopment meeting the requirements of Sections 13.34.210 and 13.34.300 shall provide for stormwater management as required by this chapter unless a waiver is granted. Requests to waive implementation of BMPs in whole or in part shall be submitted in writing

to the Natural Resources Division of Public Works and include a nonfeasibility study or combination of studies or reports presented as supporting documents along with the submitted engineering plans and specifications to be reviewed and approved by the City.

B. Partial waivers.

1. A partial waiver of BMPs required by this chapter may be granted, provided that at least one of the following conditions is established by the applicant based on authoritative written evidence satisfactory to the City of Davenport Natural Resources Division:
 - a. Alternative on-site management of stormwater quality or quantity has been established in a stormwater management plan that has been approved by the City and fully implemented.
 - b. Provisions are made to manage stormwater quality or quantity by an off-site facility. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater quality control that is equal to or greater than that which would be afforded by on-site practices and there is, in the City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.
2. In instances where one of the above conditions is established, the applicant must further establish, by professional study and reports, written evidence satisfactory to the City that the partial waiver will not result in any of the following impacts to downstream waterways:
 - a. Deterioration of existing culverts, bridges, dams, and other structures; or
 - b. Degradation of biological functions or habitat; or
 - c. Accelerated streambank or streambed erosion or siltation; or
 - d. Increased threat of flood damage to public health, life, or property.

C. General waivers.

1. Where compliance with minimum requirements for stormwater quality or quantity management is not practical in the opinion of the Public Works Director or their designee, a general waiver may be granted. The applicant will then satisfy the minimum requirements by meeting one of the mitigation measures selected by the City of Davenport. Mitigation measures may include, but are not limited to, the following:
 - a. The creation of one or more stormwater BMPs on previously developed properties, public or private, in the same watershed as the proposed project, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated cubic feet of annual stormwater that will not achieve City stormwater quality requirements as a consequence of the waiver.
 - b. Construction of an off-site stormwater quality management facility sufficient to achieve City stormwater quality requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated cubic feet of annual stormwater that will not achieve City stormwater quality requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and the City prior to the recording of plats or, if no record plat is required, prior to approval of a final development plan, or if no plat or final development plan is required, prior to the issuance of any building permit.
 - c. Monetary contributions (fee-in-lieu) for detention for redevelopment – to fund stormwater related work on lands strategically located in the watersheds consistent with the purposes of this chapter. The fee-in-lieu of waiver for detention, as outlined in Sections 13.34.220 and 13.34.230, is intended only for redevelopment sites when detention, in whole or in

part, is not practical in the opinion of the Public Works Director or their designee based on the procedure outlined in Section 13.34.100 Waivers.

- d. Monetary contributions (fee-in-lieu) for water quality – to fund stormwater quality management activities on lands strategically located in the watersheds consistent with the purposes of this chapter. The monetary contributions required shall be in accordance with a fee schedule (unless the developer and the City agree on a greater alternate contribution) established by the City based on the estimated cost savings to the developer resulting from the waiver and the estimated future costs to the City to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project or program and shall be made by the developer prior to the issuance of any construction permit for the development. The fee-in-lieu procedure has been established and is as follows:
 - i. The City and the property owner shall agree on the best stormwater management practice available for the proposed project site assuming no limitations to the site layout, soil conditions, topography, or any other conditions which are currently limiting installation of a practice. The City will make the final determination on what constitutes a limitation. Once the management practice has been agreed upon, the property owner will provide a cost estimate to construct the practice assuming no limitations. The City shall also create a cost estimate based on past projects and cost estimates. These estimates shall be discussed and averaged based on input from the owner and City representatives. If no agreement can be reached between the City and the owner, the owner must proceed with meeting the full requirements of Section 13.34.300 unless a partial waiver is granted by the City.
 - ii. At such a time as the estimate is agreed upon by both parties, the City shall assess an additional 20% administration fee to cover costs associated with actual installation of practices in the watershed at a future time. In addition, three years of maintenance costs for the agreed upon fee-in-lieu practice shall also be included in the final fee amount. The maintenance costs shall be determined by using the current contract prices for maintenance of stormwater practices by the City's hired contractor. In the event that maintenance is done by the City in-house, the current labor and equipment rate to provide said maintenance shall be the cost used.
 - iii. These amounts shall be totaled, and the final amount shall be considered the fee-in-lieu for the proposed project. All fees shall be paid to the City of Davenport, and funds received shall be placed in an account in the City Clean Water Fund for future stormwater projects in the affected watershed as delineated by the Natural Resources Division.
- e. Monetary contributions (fee-in-lieu) for the Commercial Downtown (CD) Zoning District and congruently adjacent Light Industrial (I-1), Heavy Industrial (I-2) and Industrial Mixed-Use (I-MU) to the CD District shall be made available in lieu of stormwater detention and water quality practice installation. These fee-in-lieu dollars will be utilized to fund stormwater-related work on lands strategically located in the watersheds consistent with the purposes of this chapter. These districts shall be as defined per the Official Zoning Map. This fee-in-lieu waiver may only be used within the defined zoning districts listed above and shall be assessed as a flat rate fee per square foot of redevelopment within a project area. The fee shall be as defined in the Davenport Stormwater Manual, Site Evaluation section. All fees shall be paid to the City of Davenport, and funds received shall be placed in an account in the City Clean Water Fund for future streambank projects as delineated by the Natural Resources Division.
- f. Substantial Hardship Waiver. If none of the above mitigation measures can be met to resolve the condition that causes the impracticability of compliance with a minimum

requirement for stormwater quality or quantity management and the tract to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in these regulations would result in real difficulties and substantial hardships or injustice, the City's Public Works Director, or their designee, may waive, vary, or modify such requirements so that the subdivider or developer is allowed to develop their property in a reasonable manner, but so, at the same time, the public welfare and interests of the City and surrounding area are protected and the general intent and spirit of these regulations are preserved.

SUBCHAPTER II.. Storm Sewers and Stormwater Routing

13.34.120. Runoff calculation.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. Design flows shall normally be calculated using the procedures outlined in the Soil Conservation Services, Technical Release No. 55 "Urban Hydrology for Small Watersheds" and the "Iowa Users Guide and Supplement" for said Technical Release No. 55. For drainage basins of twenty acres or less, the Modified Rational Method may be used. For drainage areas larger than 2,000 acres or for situations where the methods described above are not appropriate, TR-20, HEC-1, HEC-HMS or other approved alternatives may be used.
- B. Stormwater management documents shall be submitted following the format of ISWMM 9.03-3 Storm Water Management Plan formatting.
- C. For those storm sewers that will handle footing drains, added Q values per house per ISWMM Chapter 2 must be used.
- D. For culvert and ditch conveyance frequencies, guidance per ISWMM Chapter 2 must be used.

13.34.130. Storm sewers.

[10-23-2019 by Ord. No. 2019-446]

- A. Storm sewers and intakes shall be designed for a ten-year frequency storm in such a manner that the flooded street width shall not exceed:

Street Width (feet)	Allowable Flooded Width Each Side (feet)	Required Nonflood Lanes
27	8	1 10-foot lane
31	10	1 10-foot lane
35	9	2 8-foot lanes
41	10	2 10-foot lanes
45	11	2 11-foot lanes
49 and wider	12	2 12-foot lanes

- B. An acceptable method of determining the flooded width of the street shall be the use of width-discharge curves provided by the City.
- C. An acceptable method of determining catch basin capacity for various conditions shall be the use of capacity charts provided by the City.

- D. Prior to acceptance of storm sewers installed by a private contractor, the City of Davenport Sewer Division must televise the lines to ensure that they meet acceptable City standards. Fees for this service shall be set from time to time by City Council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

13.34.140. Excess stormwater passageway.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. An excess stormwater passageway easement shall be provided for all developments. Such passage shall have the capacity to convey through the proposed development the excess stormwater from the tributary watershed. The capacity of such excess stormwater passage shall be constructed in such a manner as to transport the peak rate of runoff from a 100-year return frequency storm, assuming all storm sewers are inoperative, all upstream areas are fully developed in accordance with the City's current land use plan, and that antecedent rainfall has saturated the tributary watershed.
- B. No buildings or structures shall be constructed within such passage; however, streets, parking lots, playgrounds, park areas, pedestrian walkways, utility easements and other open space uses shall be considered compatible uses. In the event such passageway is reshaped or its capacity to transport excess stormwater otherwise restricted, the City Engineer shall notify the agency, party or parties causing said restriction to remove the same and set a reasonable time for its removal. If said persons refuse to or are unable to comply with said order, the City Engineer shall cause said restrictions to be removed at the expense of said persons.
- C. Where specifically approved by the City Engineer, the excess stormwater passageway may consist of a conduit. In such cases, the inlet capacity shall be twice the capacity necessary to convey the 100-year stormwater flow.
- D. Where a proposed development contains existing natural drainage, appropriate land planning shall be undertaken to preserve said natural drainage as part of the excess stormwater passage.
- E. Individual lot grading in a subdivision or other larger common plan of development must comply with the City approved final grading plan and the lowest entry elevation of the approved plat or construction plans. Final grading shall maintain the original intent and function of final grading plan, drainage areas, stormwater overland flow design and storm sewer system design. Lot drainage slopes will not be less than 1.5% to minimize ponding, and not excessive to cause uncontrollable erosion. Final grading shall also maintain positive drainage away from structures; must not direct water directly toward any down-grade structure foundations; and must comply with Chapter 12.28 Driveway and Approaches, SUDAS Section 7030, International Residential Code (IRC) for frost protection of footing, and the City of Davenport SUDAS Supplemental Specifications;
- F. Water entry levels for structures adjacent to the excess stormwater passageway shall be established one foot above the 100-year flood elevation.
- G. Spot elevations should be listed at each rear lot corner, at the mid-point of the side yard line, and along the proposed drainage ways and easements.

13.34.150. Open channels.

[10-23-2019 by Ord. No. 2019-446]

- A. The size and shape of open channels shall be designed to meet the requirements of runoff, depth, side slopes, gradient, and velocity limitations in accordance with the site conditions. Runoff shall be based on the 100-year storm frequency. Manning's Formula, as cited in most civil engineering handbooks, shall be used in hydraulic design of open channels. Channel banks shall be protected

by use of low vegetation, rip-rap, or paving as design velocity dictates, subject to the approval of the City Engineer.

SUBCHAPTER III.. Stormwater Detention Facilities

13.34.210. Applicability.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

The provisions of Sections 13.34.220 through 13.34.250, inclusive, shall apply to the following areas under development:

- A. All residential development of two acres or more and all commercial and industrial development or redevelopment which cumulatively creates 5,000 square feet or more of impervious area located within the Davenport City limits.
 - 1. There is no statute of limitations that would exempt multiple impervious area additions over 5,000 square feet, unless granted a waiver per Section 13.34.100.
- B. Any development which, in the opinion of the City Engineer, lacks an adequate external or internal system for the passage of stormwaters as to not exceed the capacity of the receiving storm sewer system.
- C. For circumstances where an existing structure is demolished and the area is graded and seeded, there shall be a three-year time frame from the demolition date where any new development may be considered as redevelopment. Projects within this three-year time frame may follow the release rate as outlined in Section 13.34.220C.
- D. The following activities are exempt from this chapter:
 - 1. Development or redevelopment projects that do not create more than 5,000 square feet of impervious area, regardless of previous condition, provided they are not part of a larger common development plan that does create more than 5,000 square feet of impervious area, or that do not meet the requirement of Subsection 13.34.300B.
 - 2. The subdivision of a property with the intent of removing excess land from a homestead.
 - 3. The replatting of one or more properties with the intent of constructing one single-family residence.
- E. When a site development or redevelopment plan is submitted that qualifies as a development or redevelopment as defined in Section 13.34.030 of this chapter, appropriate on-site management practices will be required and shall be guided by the latest editions of the Iowa Stormwater Management Manual, the Iowa Rain Garden Manual, the Davenport Stormwater Manual, or approved equal. Final authorization of all development and redevelopment projects will be determined after review and approval by the City of Davenport.
- F. Any development or redevelopment within the floodplain must comply with Chapter 15.44, Flood Damage Prevention. Stormwater detention is not permitted within the floodway or within special flood hazard (100-year floodplain) areas as delineated as areas of special flood hazard identified by the Federal Insurance Administration through a scientific and engineering report entitled "The Flood Insurance Study for Scott County, Iowa, No. 19163CV000A, dated February 18, 2011," with accompanying Flood Insurance Rate Maps, and any revision thereto are adopted by reference as part of Chapter 15.44.

13.34.220. Release rate.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. The release rate of stormwater from any detention basin required under this chapter for new development shall not exceed the stormwater runoff rate from the drainage area from a pre-developed two-year frequency storm using a runoff coefficient "c" of 0.15, when using the Modified rational method for areas under twenty acres or a curve number of sixty when using the S.C.S. TR-55 "Urban Hydrology for Small Watersheds" and the "Iowa Users Guide and Supplement" for said TR-55 for areas over twenty acres.
- B. The City may require a lesser release rate when the downstream outlet is insufficient to safely convey the release rate as determined in Subsection A above.
- C. The planning and design of drainage systems should be such that problems are not transferred from one location to another. Outfall points and velocities should be designed in such a manner that will not create flooding hazards downstream; or deterioration of existing structures; or degradation of biological functions or habitat; or increased stream bank erosion.
- D. Restrictor (orifice) plates to control release rates placed within a pipe section or at the outlet of a pipe will not be accepted. Only orifice plates integrated into a staged release design structure that cannot be removed will be accepted.
- E. The single-stage outlet (i.e., one culvert pipe) is not recommended because of its inability to detain post-developed runoff from storms less than the five-year interval (i.e., channel protection volume storm event). In many cases, runoff from storm events less than the five-year recurrence interval has created erosion and sedimentation problems downstream of a detention basin.
- F. Reserved.
[Deleted 8-23-2023 by Ord. No. 2023-357]
- G. The minimum orifice size shall be 4 inches in diameter when located on the outside wall of a structure, where one side of the orifice is not accessible. Otherwise, the minimum orifice size may be smaller. In both cases of a 4 inch or smaller orifice to meet release rate requirements, the orifice shall possess protections to minimize plugging.

13.34.230. Detention requirements.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. Utilize the Unified Sizing Criteria (USC) or the Water Quality Volume (WQ_v) up to Extreme Flood Protection (Q_f) for the required volume of stormwater detention. The WQ_v shall provide 100% retention or infiltration of the 1.25-inch-in-a-twenty-four-hour rainfall event per Section 13.34.310.
- B. City standards that are to be used in conjunction with the USC are:
 - 1. Rainfall greater than the WQ_v up to the Q_f, or 100-year event, shall be released at the two-year, undeveloped, state (as opposed to the USC stated five-year).
 - 2. The recharge volume (Rev) need not be included in detention calculations.
 - 3. The Modified Rational Method may only be used for small catchments < 20 acres.
- C. For sites greater than 20 acres, the method of sizing of the detention storage volume must be approved by the City Engineer. The TR-55 Method is an approved method.
 - 1. For drainage areas larger than 2,000 acres, or for situations where the methods described above are not appropriate, TR-20, HEC-1, HEC-HMS, or other approved alternatives may be used.
- D. For redevelopment sites, utilize the USC detention requirements from the WQ_v up to Q_f unless a partial waiver or general waiver has been granted per Section 13.34.100, Waivers.
- E. Detention storage may be provided as a dry bottom or wet bottom storage area.

1. Dry bottom stormwater storage areas may be designed to serve a secondary purpose for recreation, open space, parking, or other types of uses that will not be adversely affected by intermittent flooding.
 - a. A method of carrying the low flow or a system of drains to prevent soggy areas shall be provided.
 - b. Concrete or otherwise paved swales to carry low flow shall only be permitted if stormwater has already been passed through a water quality treatment facility.
 - c. Both outlet control structures and emergency overflow facilities shall be designed and constructed to fully protect the public health, safety and welfare. Stormwater runoff velocities shall be kept at a minimum, and turbulent conditions at an outlet control structure will not be permitted without complete protection for the public safety. The use of fences shall be kept to a minimum and used only as a last resort when no other method of protection is feasible.
 - d. Paved surfaces that are to serve as stormwater storage areas and rooftop storage shall be designed with permanent-type control outlets. Emergency overflow areas shall be provided.
2. Wet bottom stormwater storage areas shall be designed with all of the items required for dry bottom stormwater storage areas, except that the provisions of Subsection E1a of this Section shall not be required. Utilize the Iowa Storm Water Management Manual.
 - a. Restrictor (orifice) plates to control release rates placed within a pipe section or at the outlet of a pipe will not be accepted. Only orifice plates integrated into a staged release design structure that cannot be removed will be accepted.

13.34.250. Procedure.

[10-23-2019 by Ord. No. 2019-446]

- A. Plans, specifications, and all calculations for stormwater runoff control(s) shall be submitted in accordance with the Davenport Stormwater Manual for review and approval, prior to the approval of a final plat (in the case of a subdivision or planned unit development), approval of a final development plan, or issuance of a building permit (in the case of commercial or industrial construction).
- B. Comply with 13.34.080, Inspections.
- C. No certificate of occupancy for any building in the development will be issued until the stormwater facilities are constructed, inspected and approved.

SUBCHAPTER IV.. Stormwater Quality Management

13.34.300. Applicability.

[10-23-2019 by Ord. No. 2019-446]

- A. The provisions of Sections 13.34.300 through 13.34.320, inclusive, shall apply to the following areas under development:
 1. Any development or redevelopment which cumulatively creates 5,000 square feet or more of impervious surface area, regardless of previous condition, unless granted a waiver under Section 13.34.320 of this chapter.

2. Development and redevelopment projects located within 50 feet of a natural waterway, modified natural waterway, or constructed channel or which include a new storm drain outfall to such waterway, regardless of project size or impervious surface. This requirement is intended to protect environmentally sensitive areas.
- B. The following activities are exempt from this chapter:
1. Additions or modifications to existing single-family structures that do not meet the requirement of Section 13.34.300A2.
 2. Interior remodels and routine maintenance or repair, including roof or exterior surface replacement and resurfacing.
 3. Development or redevelopment projects that do not create more than 5,000 square feet of impervious area, provided they are not part of a larger common development plan that does create more than 5,000 square feet of impervious area, or that do not meet the requirement of Section 13.34.300A2.
- C. When a site development or redevelopment plan is submitted that qualifies as a development or redevelopment as defined in Section 13.34.030 of this chapter, appropriate on-site management practices will be required and shall be guided by the latest editions of the Iowa Stormwater Management Manual, the Iowa Rain Garden Manual, the Davenport Stormwater Manual, or approved equal. Final authorization of all development and redevelopment projects will be determined after review and approval by the City of Davenport.
- D. Any development or redevelopment within the floodplain must comply with Chapter 15.44, Flood Damage Prevention. Stormwater quality treatment is not permitted within the floodway. Stormwater quality treatment may be considered within special flood hazard (100- or 500-year floodplain) areas, provided that the treatment practice provides a net ecological benefit and is able to be maintained per Section 13.34.060, Requirements for stormwater management plans.

13.34.310. General performance criteria for stormwater quality management.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

Unless judged by the City of Davenport to be exempt or granted a waiver, the following performance criteria shall be addressed for stormwater management at all sites:

- A. All site designs shall establish stormwater management practices to control the peak flow rates of stormwater discharge associated with specified design storms and reduce the generation of stormwater runoff.
- B. The City of Davenport reserves the right to require superseding and additional treatment criteria or objectives for specific pollutant(s) as necessary to meet overall stormwater quality management program objectives or directives under a watershed improvement or total maximum daily load (TMDL) program, as may be directed by the State of Iowa or United States Environmental Protection Agency.
- C. For new development and redevelopment, structural best management practices shall be designed to provide 80% bacteria reduction, based on current research accepted by the Natural Resources Division of Public Works, and 100% retention or infiltration of the 1.25-inch-in-twenty-four-hour rainfall event. A best management practice complies with this standard if it is:
 1. Sized to capture the prescribed water quality volume (WQv);
 2. Designed according to the specific performance criteria outlined in the Iowa Stormwater Management Manual, Iowa Rain Garden Manual, or approved equal;
 3. Constructed properly; and

4. Maintained regularly.

- D. Stormwater discharges from land uses or activities with higher potential pollutant loadings may require the use of specific structural treatment and pollution prevention practices.
- E. Prior to design, applicants are encouraged to consult with the Natural Resources Division of Public Works to determine if they are subject to additional stormwater design requirements.
- F. The calculations for determining peak flows as found in the Iowa Stormwater Management Manual shall be used for sizing all stormwater quality management practices.

13.34.320. Soil quality restoration.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

Healthy soil provides important stormwater management functions, including efficient water infiltration and storage, adsorption of excess nutrients, filtration of sediments, biological decomposition of pollutants, and moderation of peak stream flows and temperatures. In addition, healthy soils support vigorous plant growth which intercepts rainfall, reducing runoff by increasing evaporation and transpiration. Urbanization and development severely diminish a soil's capacity to absorb, filter and store rainwater. Common development practices, including clearing and removal of topsoil during grading, compaction of remaining soil, and planting into unimproved soil or poor quality imported topsoil, produce unhealthy plants and lawns that require excessive fertilizers and pesticides, which can lead to polluted stormwater runoff. All areas subject to clearing and grading that have not been covered by impervious surfaces, incorporated into a stormwater management practice, or engineered as structural fill or slopes shall, at project completion, use one or more of the following practices to improve soil structure and water quality:

- A. Soil retention. Native topsoil shall be retained in an undisturbed state to the maximum extent practicable. In any areas requiring grading, remove and stockpile the topsoil on site in a designated controlled area where it will not be compacted, and not adjacent to stormwater management areas. Before stockpiled topsoil can be reapplied to other portions of the site, it must be tested, and amended if needed, to meet the organic matter or depth requirements specified in the Davenport Stormwater Manual. When topsoil is replaced, it shall be uncompacted to a depth of four inches. Subsoils below the topsoil layer should be scarified with some incorporation of the upper material to avoid stratified layers.
- B. Soil quality restoration. Amend existing site topsoil or subsoil to a minimum rate of 5% organic matter content and a pH from 6.0 to 8.0 or matching the pH of the original undisturbed soil using methods specified in the Iowa Storm Water Management Manual. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended. Upon completion of the project the soil restoration layer shall have a minimum depth of eight inches, per the method utilized in the Iowa Stormwater Management Manual except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least four inches with some incorporation of the upper material to avoid stratified layers.
- C. Maintenance. Soil quality and depth should be established toward the end of construction and, once established, shall be protected from compaction and erosion. The Davenport Stormwater Manual and Iowa Storm Water Management Manual contain additional recommendations for maintenance of soil quality restoration areas.
- D. Inspection. Areas where soil retention or soil quality restoration are implemented must meet the inspection requirements of Section 13.34.080 and the Davenport Stormwater Manual and be inspected prior to seeding or turf placement.
- E. The City Engineer or their designee will approve the source of off-site topsoil. Surface soils from ditch bottoms, drained ponds, and eroded areas, or soils that are supporting growth of noxious weeds or other undesirable vegetation, will not be accepted. The Engineer will determine if testing

is necessary. The contractor will be responsible for payment of the testing if the off-site topsoil does not meet the above requirements, regardless of testing outcome.

13.34.340. Procedure.

[Amended 8-23-2023 by Ord. No. 2023-357; 10-23-2019 by Ord. No. 2019-446]

- A. Plans, specifications, and all calculations for stormwater quality management features shall be submitted in accordance with the most recent versions of the Iowa Storm Water Management Manual, SUDAS and the Davenport Stormwater Manual for review and approval, prior to the approval of a final plat (in the case of a subdivision or planned unit development), approval of a final development plan, or issuance of a building permit (in the case of commercial or industrial construction).
- B. Comply with Section 13.34.080, Inspections.
- C. No certificate of final occupancy for any building in the development will be issued until the stormwater facilities are constructed, inspected and approved.

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to install traffic signals at the intersection of Elmore Avenue and East 46th Street. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The intersection of Elmore Avenue and 46th Street is very busy and has had many right-angle crashes. The traffic volumes on 46th Street are a little below what is required by the Manual on Uniform Traffic Control Devices for signal installation. This is likely due to the many drivers who choose to use the business back road from the north side of 46th Street to get where they want to go. Many even use this to get to businesses on the east side of Elmore by crossing at other signals. This private road is becoming deteriorated, so drivers should be encouraged to use 46th Street at Elmore instead. With the high traffic volume and curve to the north, turning left onto Elmore is not easy. Therefore, the City will be applying for a grant from the Iowa Department of Transportation to fund these signals. These funds can pay up to 100% (\$500,000 maximum) of the cost, which is estimated to be \$300,000. After the signal is installed, it is expected that many drivers who use the business roads now will go to the new signal and thus meet traffic signal warrants in the Manual.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to install traffic signals at the intersection of Elmore Avenue and East 46th Street.

WHEREAS, the City of Davenport, Iowa believes it is necessary to improve the intersection of Elmore Avenue and 46th Street by installing traffic signals; and

WHEREAS, if awarded funding through the Traffic Safety Improvement Program, the City shall commit any additional funds necessary to complete this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that staff is hereby authorized to prepare and submit a grant application to the Iowa Department of Transportation's Traffic Safety Program for financial assistance to install traffic signals at the intersection of Elmore Avenue and East 46th Street.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to improve the intersection of Kimberly Road and East 36th Street. [Ward 7]

Recommendation:

Adopt the resolution.

Background:

The intersection of Kimberly Road and 36th Street (which lines up with a private driveway on the north side) causes issues that need to be addressed, such as congestion and many conflict points. Kimberly Road has a median opening at this intersection with yield signs in the median. It is a long way across Kimberly so drivers can wait in the middle and make the crossing in two stages, but this leads to congestion and dangerous situations when two drivers are waiting to cross at the same time and two other drivers are waiting to turn left from Kimberly. Many drivers will take chances crossing Kimberly which has resulted in many crashes. Traffic signals are not ideal at this intersection due to the curve and hill on Kimberly for westbound traffic. This intersection improvement will eliminate cross traffic between the driveway and 36th Street, eliminating all left turns onto Kimberly. Drivers will still be able to turn left from Kimberly Road. This will become a right-in, right-out, left-in intersection. The Iowa Department of Transportation has Traffic Safety Improvement Program funding available for intersection improvements. These funds can pay up to 100% of the cost of the project, up to \$500,000, which is estimated at \$150,000.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION authorizing submission of a grant application to the Iowa Department of Transportation's Traffic Safety Improvement Program for financial assistance to improve the intersection of Kimberly Road and East 36th Street.

WHEREAS, the City of Davenport believes it is necessary to improve the intersection of Kimberly Road and 36th Street by changing the median and turn lanes to prohibit through traffic and left turns from 36th Street and the private drive; and

WHEREAS, if awarded funding through the Traffic Safety Improvement Program, the City shall commit any additional funds necessary to complete this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that staff is hereby authorized to prepare and submit a grant application to the Iowa Department of Transportation's Traffic Safety Program for financial assistance to improve the intersection of Kimberly Road and East 36th Street.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution adopting the final assessment schedule for the 2023 Alley Resurfacing Program in accordance with the Alley Cost Share Program and amending, confirming, and levying the assessments, CIP #35038. [Wards 3, 5, & 6]

Recommendation:

Adopt the Resolution.

Background:

Work for this included full depth asphalt reconstruction and asphalt resurfacing of the alleys, and concrete alley approaches were also replaced for the following alleys:

- East-west residential alley between Elm Street and East High Street from Lorton Avenue to alley end
- East-west residential alley from Kenwood Avenue to Forest Road between East Locust Street and East 18th Street
- North-south residential alley between Bridge Avenue and College Avenue from East Locust Street to Kirkwood Boulevard
- East-west residential alley from Kenwood Avenue to Forest Road between East 18th Street and Middle Road

Work on this program has been satisfactorily completed and was accepted by City Council on July 24, 2024. Approval of this Resolution will apportion the share assessed to the property owners.

Attachments:

1. Resolution
2. Final Schedule

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION adopting the final assessment schedule for the 2023 Alley Resurfacing Program and amending, confirming, and levying the assessments, CIP #35038.

WHEREAS, heretofore and in strict compliance with Chapter 384 of the Code of Iowa, 2024, as amended, this Council did, pursuant to the Resolution of Necessity duly adopted, order the construction of the 2023 Alley Resurfacing Program, such improvement having been duly completed, the work accepted and the Engineers having filed the final assessment schedule, which has been fully considered by this Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that:

Section 1. The final assessment schedule filed by the Engineers covering the 2023 Alley Resurfacing Program is hereby amended as follows:

None.

Section 2. After full consideration, appraisalment and apportionment of the special benefits conferred upon the property shown in said schedule of said improvements, this Council finds that the said property is specially benefited by said improvements in the amounts as shown on said schedule and that the said amounts are in proportion to the special benefits conferred upon the property by said improvements, are not in excess of such benefits and are not in excess of 25% of the actual value of the lots, parts of lots and parcels of ground shown in said schedule.

Section 3. The final assessment schedule be and the same is hereby approved and confirmed and that there be and there is hereby assessed and levied as a special tax against and upon each of the lots, parts of lots and parcels of land that the owner or owners thereof are liable to assessment for the cost of said improvements shown in said schedule, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of said improvements; and said assessments against said lots and parcels of ground are hereby declared to be in proportion to the special benefits conferred upon the said property by the said improvements and not in excess thereof, and not in excess of 25% of the value of the same.

Section 4. Assessments may be paid in full without interest within sixty days after the date of the first notice of the final assessment schedule, and thereafter all unpaid special assessments will draw annual interest at 5 percent computed to the December 1st next following the due dates of respective installments, and each installment will be delinquent on September 30th following its due date, and will draw additionally the same delinquent interest and the same penalties as ordinary taxes. Any property owner may elect to pay one-half of any annual installment of principal and interest of a special assessment in advance, with the second semi-annual payment of ordinary taxes collected in the year preceding the due date of such installment. The number of installments into which said

assessments greater than \$100.00 are to be divided shall be ten (10) and the interest for all unpaid installments shall be at the current interest rate adopted by the city percent per annum, the first installment being due and payable on July 1, 2024 and succeeding installments, with interest on the whole unpaid amount shall become due on July 1, annually thereafter and shall be paid at the same time and in the same manner as the September semi-annual payment of ordinary taxes; and

Section 5. The Deputy Clerk is hereby authorized and directed to certify and file the final assessment schedule, herein referred to, with the County Treasurer of Scott County, and the City Clerk shall thereupon give notice of such certification and filing by publication once each week for two successive weeks in the *Quad-City Times*, a legal newspaper printed wholly in the English language, published at least once weekly and of general circulation in Davenport, Iowa, the first publication to be not more than fifteen days after the date of filing of the final schedule, and the Deputy Clerk shall mail said notice by certified mail to each property owner whose property is subject to assessment for said improvement, as shown by the records in the office of the County Auditor of Scott County, Iowa, said notice to be mailed on or before the second publication of said notice, all in accordance with Chapter 384 of the 2024 Code of Iowa, as amended.

Section 6. Such notice shall be in form substantially as follows:

See attached notice.

Section 7. Each and all of the deficiencies, which appear on the final assessment schedule with respect to the benefited property, are hereby confirmed and conditionally levied to the extent that such deficiencies may be subsequently assessed against each lot under Section 384.63 of the Code of Iowa, 2024, as amended.

Section 8. The Deputy Clerk is hereby authorized and directed to certify and file a listing of said deficiencies with the Scott County Treasurer who shall record them in a separate book entitled "Special Assessment Deficiencies" and to the Chief Building Inspector, being the City Official charged with the responsibility of issuing building permits in the City, who shall notify the Council when a private improvement is subsequently constructed on any lot subject to a deficiency. The certificate to the aforementioned Scott County Treasurer shall include a legal description of each lot.

Section 9. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

2023 Alley Resurfacing Program - Final Schedule

Parcel	Address	Deed1 Name	Deed1 Addr	Deed1 CSZ		Assessed Value	Property Value Limit	Final Assessment Amount	Deficiency
D0055-15	2704 E HIGH ST	MARK S ZAPUTIL	1626 PINEACRE AV	DAVENPORT IA 52803	CAMP MCCLELLAN ANNEX Lot 16 Block 2	\$ 142,290.00	\$ 35,572.50	\$ 879.97	\$ -
D0055-16	2708 E HIGH ST	KURT B GEHRING	2708 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 17 Block 2	\$ 104,720.00	\$ 26,180.00	\$ 879.97	\$ -
D0055-17	2712 E HIGH ST	MICHAEL P MCKINNEY	2712 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 18 Block 2	\$ 99,200.00	\$ 24,800.00	\$ 879.97	\$ -
D0055-18	2716 E HIGH ST	JAKOB L WETHINGTON	2716 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 19 Block 2	\$ 132,210.00	\$ 33,052.50	\$ 879.97	\$ -
D0055-19	2720 E HIGH ST	KAILEY CLAIRE MULLIN	2720 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 20 Block 2	\$ 150,440.00	\$ 37,610.00	\$ 879.97	\$ -
D0055-20	2724 E HIGH ST	JOHN R COPP	2724 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 21 Block 2	\$ 130,100.00	\$ 32,525.00	\$ 879.97	\$ -
D0055-21	2728 E HIGH ST	JOANNE R STICE	2728 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 22 Block 2	\$ 127,450.00	\$ 31,862.50	\$ 879.97	\$ -
D0055-22	2732 E HIGH ST	SAMANTHA J CAWIEZELL	2732 E HIGH ST	DAVENPORT IA 52803	CAMP MCCLELLAN ANNEX Lot 23 Block 2	\$ 132,430.00	\$ 33,107.50	\$ 879.97	\$ -
D0055-23	2736 E HIGH ST	RANDY L KEARNEY	2736 E HIGH ST	DAVENPORT IA 52803	CAMP MCCLELLAN ANNEX Lot 24 Block 2	\$ 121,200.00	\$ 30,300.00	\$ 879.97	\$ -
D0055-24	2740 E HIGH ST	JILL A RIEDESEL	2740 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 25 Block 2	\$ 149,700.00	\$ 37,425.00	\$ 879.97	\$ -
D0055-25	2742 E HIGH ST	DIANE L OVERSTREET TYLER	3834 26TH ST	ROCK ISLAND IL 61201-6906	CAMP MCCLELLAN ANNEX Lot 26 Block 2	\$ 148,750.00	\$ 37,187.50	\$ 879.97	\$ -
D0055-26	2746 E HIGH ST	MICHAEL L LAURITSEN	4025 ASPEN HILLS DR	BETTENDORF IA 52722-2165	CAMP MCCLELLAN ANNEX Lot 28 Block 2	\$ 120,730.00	\$ 30,182.50	\$ 879.97	\$ -
D0055-27A	2754 E HIGH ST	MARTIN D REYHONS	2754 E HIGH ST	DAVENPORT IA 52803-3442	CAMP MCCLELLAN ANNEX Lot 28,29,30 Block 2	\$ 264,300.00	\$ 66,075.00	\$ 439.98	\$ -
D0055A31A	2743 ELM ST	CHRISTINE A SZALO	2743 ELM ST	DAVENPORT IA 52803-2330	HIGHLAND MEADOW Lot 12	\$ 231,220.00	\$ 57,805.00	\$ 1,891.93	\$ -
D0055A32	2733 ELM ST	ANTHONY E PEET	2733 ELM ST	DAVENPORT IA 52803-2330	HIGHLAND MEADOW Lot 14	\$ 288,840.00	\$ 72,210.00	\$ 2,199.92	\$ -
D0055A34A	2727 ELM ST	WARREN FIERCE	2727 ELM ST	DAVENPORT IA 52803-2330	HIGHLAND MEADOW Lot 15	\$ 264,320.00	\$ 66,080.00	\$ 2,199.92	\$ -
D0055A35	2713 ELM ST	TED J REICHER	2713 ELM ST	DAVENPORT IA 52803	HIGHLAND MEADOW Lot 16	\$ 163,850.00	\$ 40,962.50	\$ 1,979.92	\$ -
D0055A36	2121 LORTON AV	JANET L PETERSON	2121 LORTON AV	DAVENPORT IA 52803	HIGHLAND MEADOW Lot 19	\$ 198,450.00	\$ 49,612.50	\$ 2,199.92	\$ -
E0007-35	2702 E 18TH ST	TRACE A TIMMONS	2702 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 11	\$ 155,020.00	\$ 38,755.00	\$ 716.48	\$ -
E0007-36	2708 E 18TH ST	PATRICIA M STEPHENSON	2708 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 12	\$ 177,540.00	\$ 44,385.00	\$ 716.48	\$ -
E0007-37	2712 E 18TH ST	DAVID E HARNAGE	2712 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 13	\$ 130,060.00	\$ 32,515.00	\$ 716.48	\$ -
E0007-38	2716 E 18TH ST	DIXIE L HARRINGTON TRUST	2716 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 14	\$ 142,380.00	\$ 35,595.00	\$ 716.48	\$ -
E0007-39	2720 E 18TH ST	MICHAEL R UNTZ	2720 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 15	\$ 159,110.00	\$ 39,777.50	\$ 716.48	\$ -
E0007-40	2726 E 18TH ST	SARAH E STAHL	2726 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 16	\$ 176,050.00	\$ 44,012.50	\$ 716.48	\$ -
E0007-41	2728 E 18TH ST	LLC VORTEX PROPERTIES	3208 E 18TH PL	DAVENPORT IA 52803-3505	MCCLELLAN PARK ADD Lot 4 Block 17	\$ 137,680.00	\$ 34,420.00	\$ 716.48	\$ -
E0007-42	2732 E 18TH ST	DEBORAH L ORTH	2732 E 18TH ST	DAVENPORT IA 52803-3405	MCCLELLAN PARK ADD Lot 4 Block 18	\$ 158,630.00	\$ 39,657.50	\$ 716.48	\$ -
E0007-43	2736 E 18TH ST	TOM SWANSON	5420 W 11TH ST	DAVENPORT IA 52804-4606	MCCLELLAN PARK ADD Lot 4 Block 19	\$ 199,590.00	\$ 49,897.50	\$ 716.48	\$ -
E0007-44	1806 FOREST RD	ALAN M MENDOZA-CARRILLO	1806 FOREST RD	DAVENPORT IA 52803-3460	MCCLELLAN PARK ADD Lot 4 Block 20	\$ 117,250.00	\$ 29,312.50	\$ 716.48	\$ -
E0007-45	2739 E LOCUST ST	LLC MW HOMES	2820 E LOCUST ST	DAVENPORT IA 52803-3430	MCCLELLAN PARK ADD Lot 4 Block 10	\$ 107,380.00	\$ 26,845.00	\$ 716.48	\$ -
E0007-46A	2735 E LOCUST ST	HERESA A NORMAN	3516 CENTRAL AV	BETTENDORF IA 52722	MCCLELLAN PARK ADD Lot 4 Block 9	\$ 97,140.00	\$ 24,285.00	\$ 716.48	\$ -
E0007-47	2731 E LOCUST ST	BELLA VENTURA PROPERTIES LLC	PO BOX 579	SEAL BEACH CA 90740-0579	MCCLELLAN PARK ADD Lot 4 Block 8	\$ 133,430.00	\$ 33,357.50	\$ 716.48	\$ -
E0007-48	2729 E LOCUST ST	JORDAN Z HARMS	2729 E LOCUST ST	DAVENPORT IA 52803-3414	MCCLELLAN PARK ADD Lot 4 Block 7	\$ 178,430.00	\$ 44,607.50	\$ 716.48	\$ -
E0007-49	2727 E LOCUST ST	SCOTT A ALLEN	2727 E LOCUST ST	DAVENPORT IA 52803	MCCLELLAN PARK ADD Lot 4 Block 6	\$ 107,180.00	\$ 26,795.00	\$ 716.48	\$ -
E0007-50	2723 E LOCUST ST	KELLY BURNS	2723 E LOCUST ST	DAVENPORT IA 52803-3414	MCCLELLAN PARK ADD Lot 4 Block 5	\$ 101,930.00	\$ 25,482.50	\$ 716.48	\$ -
E0007-51	2715 E LOCUST ST	MIGUEL DELGADO	2715 E LOCUST ST	DAVENPORT IA 52803-3414	MCCLELLAN PARK ADD Lot 4 Block 4	\$ 146,420.00	\$ 36,605.00	\$ 716.48	\$ -
E0007-52	2711 E LOCUST ST	GATOR PROPERTIES 13 LLC	2435 KIMBERLY RD STE 40N	BETTENDORF IA 52722	MCCLELLAN PARK ADD Lot 4 Block 3	\$ 113,030.00	\$ 28,257.50	\$ 716.48	\$ -
E0007-53	2705 E LOCUST ST	MEGAN ROSE LINK	2705 E LOCUST ST	DAVENPORT IA 52803-3414	MCCLELLAN PARK ADD Lot 4 Block 2	\$ 111,500.00	\$ 27,875.00	\$ 716.48	\$ -
E0007-54A	2701 E LOCUST ST	KERYN L HANSMEIER	2701 E LOCUST ST	DAVENPORT IA 52803-3414	MCCLELLAN PARK ADD Lot 4 Block 1	\$ 109,930.00	\$ 27,482.50	\$ 716.48	\$ -
E0007-06	2702 MIDDLE RD	JULIE A GOODWIN	2702 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 11 Block 11	\$ 173,310.00	\$ 43,327.50	\$ 730.74	\$ -
E0007-07	2706 MIDDLE RD	CHARLES W MAXWELL TRUSTEE	2706 MIDDLE RD	DAVENPORT IA 52803	MCCLELLAN PARK ADD Lot 12 Block 12	\$ 148,410.00	\$ 37,102.50	\$ 730.74	\$ -
E0007-08	2710 MIDDLE RD	DAVID ALEX SANDERSON	2710 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 13 Block 13	\$ 147,800.00	\$ 36,950.00	\$ 730.74	\$ -
E0007-09	2716 MIDDLE RD	VIRGINIA P RUGENSTEIN	2716 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 14 Block 14	\$ 134,090.00	\$ 33,522.50	\$ 730.74	\$ -
E0007-10	2720 MIDDLE RD	MATTHEW R SANDY	2720 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 15 Block 15	\$ 167,360.00	\$ 41,840.00	\$ 730.74	\$ -
E0007-11	2726 MIDDLE RD	MARY TERESE ROCK REVOCABLE LIVING	2726 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 16 Block 16	\$ 176,370.00	\$ 44,092.50	\$ 730.74	\$ -
E0007-12	2730 MIDDLE RD	JOHN AARON WINEINGER	2730 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 17 Block 17	\$ 155,660.00	\$ 38,915.00	\$ 730.74	\$ -
E0007-13	2734 MIDDLE RD	MARIA J PRICE	2734 MIDDLE RD	DAVENPORT IA 52803	MCCLELLAN PARK ADD Lot 18 Block 18	\$ 151,280.00	\$ 37,820.00	\$ 730.74	\$ -
E0007-14	2738 MIDDLE RD	JENNIFER A MODJESKE	2738 MIDDLE RD	DAVENPORT IA 52803-3417	MCCLELLAN PARK ADD Lot 19 Block 19	\$ 134,480.00	\$ 33,620.00	\$ 730.74	\$ -
E0007-15	2742 MIDDLE RD	STEVEN J BRUEN	2742 MIDDLE RD	DAVENPORT IA 52803	MCCLELLAN PARK ADD Lot 20 Block 20	\$ 214,000.00	\$ 53,500.00	\$ 730.74	\$ -
E0007-16	1728 FOREST RD	JOSUE A RODRIGUEZ	1728 FOREST RD	DAVENPORT IA 52803-3450	MCCLELLAN PARK ADD Lot 10 Block 10	\$ 220,590.00	\$ 55,147.50	\$ 730.74	\$ -
E0007-17	2737 E 18TH ST	ERIN M HAYEK	2737 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 9 Block 9	\$ 88,690.00	\$ 22,172.50	\$ 730.74	\$ -
E0007-18	2733 E 18TH ST	JOHNSA CHESNEY	1938 E 47TH PL	DAVENPORT IA 52807-1269	MCCLELLAN PARK ADD Lot 8 Block 8	\$ 182,270.00	\$ 45,567.50	\$ 730.74	\$ -
E0007-19	2729 E 18TH ST	KEITH A AVEY	2729 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 7 Block 7	\$ 150,210.00	\$ 37,552.50	\$ 730.74	\$ -
E0007-20	2725 E 18TH ST	OLIVIA KYLEEN CARROLL-CHANDLER	2725 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 6 Block 6	\$ 189,810.00	\$ 47,452.50	\$ 730.74	\$ -
E0007-21	2719 E 18TH ST	BRENT A PEARSON	2719 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 5 Block 5	\$ 189,130.00	\$ 47,282.50	\$ 730.74	\$ -
E0007-22	2715 E 18TH ST	DAVID P KISSACK	2715 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 4 Block 4	\$ 141,000.00	\$ 35,250.00	\$ 730.74	\$ -
E0007-23	2711 E 18TH ST	MARK A LELLIG	2711 E 18TH ST	DAVENPORT IA 52803	MCCLELLAN PARK ADD Lot 3 Block 3	\$ 169,650.00	\$ 42,412.50	\$ 730.74	\$ -
E0007-24	2707 E 18TH ST	GILLIES ELIZABETH L	2707 E 18TH ST	DAVENPORT IA 52803-3404	MCCLELLAN PARK ADD Lot 2 Block 2	\$ 164,480.00	\$ 41,120.00	\$ 730.74	\$ -
E0007-26	1717 KENWOOD AV	DEBORAH J TORREZ	1717 KENWOOD AV	DAVENPORT IA 52803-3457	MCCLELLAN PARK ADD Lot 1 Block 1	\$ 104,930.00	\$ 26,232.50	\$ 730.74	\$ -
F0006-32	1207 E LOCUST ST	JUN JONG K	1590 CARPENTER CT	BETTENDORF IA 52722	FULTON'S REPLAT PT OL 21 & 24 LOTS 10 & 11 (EXC PT TO CITY)	\$ 276,630.00	\$ 69,157.50	\$ 6,200.00	\$ -
F0006-33	1803 BRIDGE AV	RICHARD W KIMMEL	3420 CENTRAL AVE	BETTENDORF IA 52722-5145	FULTON'S REPLAT PT OL 21 & 24	\$ 85,500.00	\$ 21,375.00	\$ 1,200.00	\$ -
F0006-34	1733 BRIDGE AV	DACHELLE PROPERTIES LLC	1733 BRIDGE AV	DAVENPORT IA 52803-3137	FULTON'S REPLAT PT OL 21 & 24 BLK 6 FULTON'S ADD TO E DAV	\$ 107,310.00	\$ 26,827.50	\$ 1,200.00	\$ -
F0006-35	1727 BRIDGE AV	LLC K & L HOFFMAN	318 35TH ST	BETTENDORF IA 52722	FULTON'S REPLAT PT OL 21 & 24	\$ 93,540.00	\$ 23,385.00	\$ 1,600.00	\$ -
F0006-36	1721 BRIDGE AV	DAVID NIENABER	1721 BRIDGE AVE	DAVENPORT IA 52803-3137	FULTON'S REPLAT PT OL 21 & 24	\$ 85,250.00	\$ 21,312.50	\$ 1,200.00	\$ -

F0006-37	1711 BRIDGE AV	EBAN S HILL	1711 BRIDGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24	\$ 83,330.00	\$ 20,832.50	\$ 1,200.00	\$ -
F0006-38	1709 BRIDGE AV	DANIEL R MURPHY	1709 BRIDGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24	\$ 76,930.00	\$ 19,232.50	\$ 1,200.00	\$ -
F0006-39	1707 BRIDGE AV	BRANDON E DAVIS	1707 BRIDGE AVE	DAVENPORT IA 52803-3137	FULTON'S REPLAT PT OL 21 & 24 BLK 6	\$ 63,650.00	\$ 15,912.50	\$ 1,200.00	\$ -
F0006-40	1705 BRIDGE AV	REBECCA M WOODS	1705 BRIDGE AVE	DAVENPORT IA 52803-3137	FULTON'S REPLAT PT OL 21 & 24 N 50" OF FOLL: LOT 1 ALL LOT 2 REPLAT OF OL 24 & PT OF OL 21 BLK 6 FULTON'S ADD TO E DAV.	\$ 45,960.00	\$ 11,490.00	\$ 1,200.00	\$ -
F0006-41	1703 BRIDGE AV	DIANE MOSLEY	1703 BRIDGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24 S 46" OF N 96" OF FOLL; LOT 1 ALL LOT 2 REPLAT OF OL 24 & PT OF OL 21 BLK 6	\$ 54,870.00	\$ 13,717.50	\$ 1,100.00	\$ -
F0006-42	1701 BRIDGE AV	PENTECOSTAL APOSTOLIC FAITH CHURCH	700 E 6TH ST	DAVENPORT IA 52803	PT OF NE/4 OF NW/4 OF NE/4 OF SEC 25-78-3 COM AT THE NE COR OF KIRKWOOD BD & BRIDGE AV-N ALG E SIDE OF BRIDGE AV 120" M/L-E 150" TO W/L OF A 20" ALLEY-S ALG W/L OF ALLEY TO N/L OF KIRKWOOD BLVD-WLY ALG N/L OF KIRKWOOD BLVD TO BEG(EXC PT	\$ 9,720.00	\$ 2,430.00	\$ 1,800.00	\$ -
F0006-43		IOWA ILLINOIS GAS & ELECTRIC C	666 GRAND AVE	DES MOINES IA 50303-0657	PT NE/4 NW/4 NE/4 25-78-3 COM AT PT IN E/L OF LOT 1 A C FULTON'S REPLAT OF OL 24 & PRT OL 21 BLK 6 OF A C FULTON'S ADD TO E DAV- POB PT IS 32" S OF NE COR OF SD LOT 1- S ON E/L OF SD LOT 1 WHICH IS ALSO W/L OF PUBL ALLEY 72.3"- S 89D33"W 150.	\$ 15,130.00	\$ 3,782.50	\$ 1,800.00	\$ -
F0007-30	1608 COLLEGE AV	DENNIS P QUINLAN	1608 COLLEGE ST	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24	\$ 49,590.00	\$ 12,397.50	\$ 1,200.00	\$ -
F0007-31	1612 COLLEGE AV	BRYAN BRIGGS	1535 FAIRLANE DR	BETTENDORF IA 52722	FULTON'S ADD TO E DAV	\$ 67,160.00	\$ 16,790.00	\$ 2,120.00	\$ -
F0007-33	1624 COLLEGE AV	EDDIE D VANDERPOOL	1701 COLLEGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24	\$ 56,590.00	\$ 14,147.50	\$ 1,200.00	\$ -
F0007-35	1708 COLLEGE AV	DOUGLASS IV THOMAS S	1708 COLLEGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24	\$ 75,890.00	\$ 18,972.50	\$ 2,400.00	\$ -
F0007-37A	1720 COLLEGE AV	EDITH M EGLI	1720 COLLEGE AVE	DAVENPORT IA 52803	FULTON'S ADD TO E DAV LOT 17 BLK 6 ALSO LOT 18 FULTON'S REPLAT PT OL 21 & 24	\$ 61,130.00	\$ 15,282.50	\$ 2,500.00	\$ -
F0007-38	1810 COLLEGE AV	S LC OHP	C/O OAK HELM PARTNERS	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24 & PT OF OL 21 LOTS 14 &	\$ 51,370.00	\$ 12,842.50	\$ 2,400.00	\$ -
F0007-41	1217 E LOCUST ST	CHAD L HEIN	1217 E LOCUST ST	DAVENPORT IA 52803-3121	FULTON'S REPLAT PT OL 21 & 24 W 50" OF LOTS 12 &	\$ 67,720.00	\$ 16,930.00	\$ 1,200.00	\$ -
F0010-27	1520 COLLEGE AV	MADSEN JANET L	1520 COLLEGE AV	DAVENPORT IA 52803	FULTON'S REPLAT PT OL 21 & 24 Lot: 027 Block: 040 FULTON'S REPLAT PTOL 21 & 24 N 50' OFLOT 27 (ALSO A TR WOF & ADJ TO SD PT OF LOT 27)	\$ 79,890.00	\$ 19,972.50	\$ 600.00	\$ -
F0010-28	1524 COLLEGE AV	KENNETH A WINFIELD	PO BOX 1693	DAVENPORT IA 52809-1693	FULTON'S REPLAT OF OUTLOT 21	\$ 75,910.00	\$ 18,977.50	\$ 1,200.00	\$ -
F0010-29	1602 COLLEGE AV	CATHY J THOMAS	1602 COLLEGE AV	DAVENPORT IA 52803	FULTON'S REPLAT OF OUTLOT 21	\$ 82,590.00	\$ 20,647.50	\$ 1,200.00	\$ -
L0016A11	325 E 2ND ST	325 PARTNERS LLC	1940 CROMWELL CIR	DAVENPORT IA 52807-2839	LECLAIRE'S 3RD ADD Lot: 011 Block: 063 LECLAIRE'S 3RD ADDLOT 11 (EXC COM ATSW COR LOT 11-E ALGS/L OF LOT 23' -NWLY 23'8" M/L TO PT IN W/L LOT 11 WH IS 6' N OF SW COR OF LOT-S ON W/L OF LOT, 6' TO BEG)	\$ 311,550.00	\$ 77,887.50	\$ 3,594.18	\$ -
L0016A12	321 E 2ND ST	321 PARTNERS LLC	220 EMERSON PL STE 101	DAVENPORT IA 52801-1627	LECLAIRE'S 3RD ADD Lot: 012 Block: 063 LECLAIRE'S 3RD ADDLOT 12 & E 1/2 OFLOT 13	\$ 1,543,490.00	\$ 385,872.50	\$ 5,253.03	\$ -
L0016A13B	311 E 2ND ST	311 PARTNERS LLC	1940 CROMWELL CIR	DAVENPORT IA 52807-2839	LECLAIRE'S 3RD ADD E 34' OF LOT 14; W 1/2 OF LOT 13 IN BLOCK 63	\$ 234,150.00	\$ 58,537.50	\$ 3,704.77	\$ -
L0016A14	E 2ND ST	YAS Management	PO BOX 4469	DAVENPORT IA 52808	LECLAIRE'S 3RD ADD Lot: 014 Block: 063 LECLAIRE'S 3RD ADD W30'	\$ 23,720.00	\$ 5,930.00	\$ 1,714.15	\$ -
L0016A15	E 2ND ST	PETERSON HTC LLC	811 W 2ND ST	DAVENPORT IA 52802-1409	LECLAIRE'S 3RD ADD LOT 15 E 22' AND 9.5" AND W 41' AND 5.5" AND W 30' OF LOT 14 IN BLOCK 63	\$ 55,380.00	\$ 13,845.00	\$ 1,327.08	\$ -
L0016A16	301 E 2ND ST	PETERSON HTC LLC	811 W 2ND ST	DAVENPORT IA 52802-1409	LECLAIRE'S 3RD ADD	\$ 2,203,480.00	\$ 550,870.00	\$ 2,322.39	\$ -
L0016A23A	308 E RIVER DR	RANZOW LLC	PO BOX 4927	DAVENPORT IA 52808	LECLAIRE'S 3RD ADD LOTS 1 THROUGH 6 AND THE WEST 5' OF LOT 7, IN BLOCK 63	\$ 194,260.00	\$ 48,565.00	\$ 11,059.01	\$ -
L0016A28B	324 E RIVER DR	VESOLE ASSOCIATES LLLP	532 W 3RD ST	DAVENPORT IA 52801	LECLAIRE'S 3RD ADD Lot: 010 Block: 063 LECLAIRE'S 3RD ADD-- LOTS 7, 8, 9, &10 (EXC W 5' LOT 7)	\$ 80,780.00	\$ 20,195.00	\$ 6,911.88	\$ -

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the 3rd Street Pavement Rehabilitation project to Langman Construction, Inc of Rock Island, Illinois in the amount of \$4,681,917.45, CIP #35055. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Three bids were received by the Iowa Department of Transportation on July 16, 2024. The lowest bid was submitted by Langman Construction, Inc of Rock Island, Illinois in the amount of \$4,681,917.45. The Surface Transportation Block Grant Program will reimburse the City for up to 80% of the eligible project costs up to a maximum amount of \$3,564,718.

Project work is expected to start this fall with completion by the end of 2025.

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

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the 3rd Street Rehabilitation project to Langman Construction, Inc of Rock Island, Illinois in the amount of \$4,681,917.45, CIP #35055.

WHEREAS, the 3rd Street Rehabilitation Project was duly advertised and published according to state law; and

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

WHEREAS, Langman Construction, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder as determined by the Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the 3rd Street Rehabilitation project is hereby awarded to Langman Construction, Inc of Rock Island, Illinois in the amount of \$4,681,917.45, subject to Iowa Department of Transportation and Federal Highway Administration concurrence; and

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

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the Black Hawk Creek Gates Replacement project to Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$549,661.36, CIP #68015. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 27, 2024, and sent to contractors. On July 19, 2024, the Purchasing Division opened and read five (5) responsive and responsible bids. Hagerty Earthworks LLC of Muscatine, Iowa was the lowest responsive and responsible bidder and is recommended for award.

This project is located along Black Hawk Creek between South Concord Street and Homestead Avenue. Improvements include, but are not limited to, the replacement of six storm sewer outfalls, gatewell structures, PCC sidewalk removal and replacement, berm restoration, topsoil and seeding, and erosion control.

This project is funded through CIP 68015 | Flood Resiliency Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Black Hawk Creek Gates Replacement project to Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$549,661.36, CIP #68015.

WHEREAS, the City needs to contract for Black Hawk Creek Gates Replacement project; and

WHEREAS, Hagerty Earthworks, LLC of Muscatine, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Black Hawk Creek Gates Replacement project is hereby awarded to Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$549,661.36.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Blackhawk Creek Gates Replacement

BID NUMBER: 24-117

OPENING DATE: July 19, 2024

FUNDING: CIP 68015 | Flood Resiliency Program

RECOMMENDATION: Award the contract to Hagerty Earthworks LLC of Muscatine, Iowa in the amount of \$549,661.36

<u>VENDOR NAME</u>	<u>PRICE</u>
Hagerty Earthworks LLC of Muscatine, IA	\$549,661.36
Miller Trucking & Excavating of Silvis, IL	\$590,818.75
Legacy Corporation of East Moline, IL	\$737,350.00
Langman Construction, Inc. of Rock Island, IL	\$899,026.64
WRH, Inc. of Amana, IA	\$1,185,330.00

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the East High Street and Forest Road Storm Sewer Realignment project to Five Cities Construction Company of Coal Valley, Illinois in the amount of \$356,943.78, CIP #33062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 27, 2024, and sent to contractors. On July 19, 2024, the Purchasing Division opened and read twelve (12) responsive and responsible bids. Five Cities Construction Company of Coal Valley, Illinois was the lowest responsive and responsive bidder and is recommended for award.

Work under this project includes, but is not limited to, furnishing of all labor, materials, equipment, and services necessary for removal and construction of pavement, sidewalks, and storm sewer pipes and structures.

This project is funded through CIP #33062 | E High & Forest Storm Sewer Realign.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the East High Street and Forest Road Storm Sewer Realignment project to Five Cities Construction Company of Coal Valley, Illinois in the amount of \$356,943.78, CIP #33062.

WHEREAS, the City needs to contract for the East High Street and Forest Road Storm Sewer Realignment project; and

WHEREAS, Five Cities Construction Company of Coal Valley, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the East High Street and Forest Road Storm Sewer Realignment project is hereby awarded to Five Cities Construction Company of Coal Valley, Illinois in the amount of \$356,943.78.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Forest Road Storm Sewer Project

BID NUMBER: 24-118

OPENING DATE: July 19, 2024

FUNDING: CIP 33062 | E High & Forest Storm Sewer Realign

RECOMMENDATION: Award the contract to Five Cities Construction Company of Coal Valley, Illinois in the amount of \$356,943.78.

<u>VENDOR NAME</u>	<u>PRICE</u>
Five Cities Construction Company of Coal Valley, IL	\$356,943.78
Midwest Concrete, Inc. of Peosta, IA	\$414,683.48
Hawkeye Sewer & Water Construction, Inc of Bettendorf, IA	\$461,713.00
Langman Construction, Inc. of Rock Island, IL	\$478,173.95
Apollo Excavating of Milan, IL	\$490,692.51
BWC Excavating LC of Solon, IL	\$492,513.00
McCarthy Improvement Company of Davenport, IA	\$494,219.00
J.C. Dillion, Inc. of Davenport, IA	\$509,981.00
Miller Trucking & Excavating of Silvis, IL	\$527,073.00
Legacy Corporation of East Moline, IL	\$528,180.09
Ihrig Works LLC of Long Grove, IA	\$559,866.50
Needham Excavating Inc of Walcott, IA	\$659,777.35

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the Davenport Freight House Roof Replacement project to White Roofing Co, Inc of Eldridge, Iowa in the amount of \$281,055, CIP #23073. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 10, 2024, and sent to contractors. On July 31, 2024, the Purchasing Division opened and read five (5) responsive and responsible bids. White Roofing Co, Inc of Eldridge, Iowa was the lowest responsive and responsible bidder and is recommended for award.

Work under this project includes roof, gutter, and skylight replacement at the Davenport Freight House.

This project is funded through CIP #23073 | Freight House Improvements.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Davenport Freight House Roof Replacement project to White Roofing Co, Inc of Eldridge, Iowa in the amount of \$281,055, CIP #23073.

WHEREAS, the City needs to contract for the Davenport Freight House Roof Replacement project; and

WHEREAS, White Roofing Co, Inc of Eldridge, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Davenport Freight House Roof Replacement project is hereby awarded to White Roofing Co, Inc of Eldridge, Iowa in the amount of \$281,055.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Davenport Freight House Roof and Gutters

BID NUMBER: 25-2

OPENING DATE: July 31, 2024

FUNDING: CIP 23073 | Freight House Improvements

RECOMMENDATION: Award the contract to White Roofing Co., Inc. of Eldridge, Iowa in the amount of \$281,055.00.

<u>VENDOR NAME</u>	<u>PRICE</u>
White Roofing Co., Inc. of Eldridge, IA	\$281,055.00
Black Hawk Roofing Company of Cedar Falls, IA	\$282,378.00
For Sure Roofing & Sheet Metal, LLC of Des Moines, IA	\$368,427.00
Economy Roofing & Insulating Co., Inc. of Bettendorf, IA	\$381,000.00
Jim Giese Commercial Roofing Co., Inc. of Dubuque, IA	\$476,015.00

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the Garfield Park ADA Access Improvements project to Midwest Concrete, Inc of Peosta, Iowa in the amount of \$262,533.50, CIP #64071. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 11, 2024, and sent to contractors. On July 31, 2024, the Purchasing Division opened and read seven (7) responsive and responsible bids. Midwest Concrete, Inc of Peosta, Iowa was the lowest responsive and responsible bidder and is recommended for award.

This project includes upgrading the ball field facilities at Garfield Park to ensure compliance with expanded Federal Americans with Disabilities Act (ADA) guidelines.

This project is funded through CIP #64071 | Park Amenity ADA Access Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Garfield Park ADA Access Improvements project to Midwest Concrete, Inc of Peosta, Iowa in the amount of \$262,533.50, CIP #64071.

WHEREAS, the City needs to contract for the Garfield Park ADA Access Improvements project; and

WHEREAS, Midwest Concrete, Inc of Peosta, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Garfield Park ADA Access Improvements project is hereby awarded to Midwest Concrete, Inc of Peosta, Iowa in the amount of \$262,533.50.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Garfield Park ADA Accessibility Project

BID NUMBER: 25-3

OPENING DATE: July 31, 2024

FUNDING: CIP 64071 | Park Amenity ADA Access Program

RECOMMENDATION: Award the contract to Midwest Concrete, Inc. of Peosta, Iowa in the amount of \$262,533.50.

<u>VENDOR NAME</u>	<u>PRICE</u>
Midwest Concrete, Inc. of Peosta, IA	\$262,533.50
Americore LLC of Muscatine, IA	\$274,975.00
Ihrig Works LLC of Long Grove, IA	\$288,376.00
Collins Concrete LTD of Davenport, IA	\$292,974.50
Emery Construction Group Inc. of Moline, IL	\$349,770.00
N.J. Miller, Inc of Bettendorf, IA	\$353,508.00
Centennial Contractors of the Quad Cities of Moline, IL	\$397,484.50

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution awarding a contract for the West 3rd Street and West 4th Street (Telegraph Road to Fillmore Street) Traffic Signal Upgrades project to Davenport Electric Contract Company of Davenport, Iowa in the amount of \$198,517, CIP #38022. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 1, 2024, and sent to contractors. On July 24, 2024, the Purchasing Division opened and read two (2) responsive and responsible bids. Davenport Electric Contract Company of Davenport, Iowa was the lowest responsive and responsible bidder and is recommended for award.

This project will provide traffic signalization upgrades at the following intersections:

West 3rd Street at North Howell Street
West 3rd Street at Division Street
West 3rd Street at Fillmore Street
West 4th Street at Cedar Street
West 4th Street at Division Street
West 4th Street at Fillmore Street

This project is funded through CIP 38022 | Traffic Signal System 3rd & 4th St.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the West 3rd Street and West 4th Street (Telegraph Road to Fillmore Street) Traffic Signal Upgrades project to Davenport Electric Contract Company of Davenport, Iowa in the amount of \$198,517, CIP #38022.

WHEREAS, the City needs to contract for the West 3rd Street and West 4th Street (Telegraph Road to Fillmore Street) Traffic Signal Upgrades project; and

WHEREAS, Davenport Electric Contract Company of Davenport, Iowa was the lowest responsive, responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the West 3rd Street and West 4th Street (Telegraph Road to Fillmore Street) Traffic Signal Upgrades project is hereby awarded to Davenport Electric Contract Company of Davenport, Iowa in the amount of \$198,517.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: W. 3rd Street & 4th Street Traffic Signal Upgrades (Telegraph Road to Fillmore Street)

BID NUMBER: 24-92

OPENING DATE: July 24, 2024

FUNDING: CIP 38022 | Traffic Signal System 3rd & 4th St

RECOMMENDATION: Award the contract to Davenport Electric Contract Company of Davenport, Iowa in the amount of \$198,517.00.

<u>VENDOR NAME</u>	<u>PRICE</u>
Davenport Electric Contract Company of Davenport, IA	\$198,517.00
Tri-City Electric Co. of Davenport, IA	\$228,904.48

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project, CIP #24035. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

Work associated with this project includes the installation of charging stations at the Bus Barn located at Davenport Public Works as well as upgrading existing electrical infrastructure and other work required to facilitate installation of charging stations.

This project will receive grant funding from the Federal Transit Administration.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project, CIP #24035.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Bus Barn Charging project; and

WHEREAS, notice of Hearing on the plans, specifications, and form of contract was published as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that, said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Bus Barn Charging project.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project, CIP #23063. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The overall project consists of several improvements to various dedicated functions of the library. Interior improvements include adding partition walls to create a dedicated Maker Space area along with similar separation and reconfiguration of the Special Collections area to provide environments suitable to those functions. Exterior improvements include more prominent signage along Main Street as well as the reconfiguration of the ADA ramp servicing the building, placing the ramp at the main entrance rather than accessing the ramp near 4th Street.

The project was designed by Legat Architects of Moline, Illinois. Funding is available through CIP #23063.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project, CIP #23063.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the Deputy City Clerk of Davenport Iowa for the Main Library Renovation | Phase II project; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans specifications, form of contract, and estimate of cost for the Main Library Renovation | Phase II project.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
8/7/2024

Subject:

Resolution approving the purchase of a wheel loader from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This John Deere 544P wheel loader will replace a 2006 model that is no longer economical to repair.

Funding for this purchase is from the Streets Motor Vehicle Replacement account 54702031-530302 with a current balance of \$397,097. These funds are from Road Use Tax.

Attachments:

1. Resolution
2. City of Davenport 544P Quote 7-8-2024

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of a wheel loader from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC.

WHEREAS, the City needs to purchase a new wheel loader; and

WHEREAS, Martin Equipment of Rock Island, Illinois was awarded Sourcewell contract #011723-JDC as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of a wheel loader from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC is hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Quote Issued To: CITY OF DAVENPORT
226 WEST FOURTH STREET
DAVENPORT IA 52801
5633267718

Quote Issued By: Ron Carmichael cell: 309-781-8716

QUOTATION

Quote #: 1005357
Issue Date: 7/8/2024
Expire Date: 8/8/2024
FOB: Davenport

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2024	John Deere	544 P Wheel Loader	(TBD)		\$354,347.00	\$209,500.00

Description

English Operators Manual

Standard Loader

Standard Z-BAR

Level 3 Trim Pkg, Flat Black Exh, 140 Amp Alt, 30 Amp Conv, LED Lights, Prem Seat-Htd/Vntd w/HD Air Susp, Prem AM/FM/WB/BT Radio, Ride Control

Level 1 Perf Pkg, Locking Front Diff, Std Rear Diff, Man Diff Lock, 5-Speed Powershift Transmission

Cold Weather Eng Block Heater

Heated And Powered Exterior Mirrors

Debris Pkg, Auto Reversing Hyd Fan, Cab Fresh Air Precleaner, Eng Air Intake Sys w/Centrifugal Precleaner

Guards - Transmission & Bottom

Maint & Serv Pkg, Eng Comp Light, Environmental Drain

Aux Equip Pkg, Amber Beacon Light, Green Beacon-Seat Belt Indicator, Fire Extinguisher, Slow Moving Vehicle Emblem

Axle Oil Cooling and Filtration

Rear Camera (Secondary Display)

Left Side Steps

JDLink™ Telematics

Less Payload Scale w/ Cycle Counter

John Deere 6.8L - FT4/SV

Rear Counterweight & Rear Hitch w/ Pin



MARTINEQUIPMENT.COM



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Description

Joystick Controls
Four Function Hydraulics
Full Coverage Front Fenders
20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference
Hydraulic Coupler - JRB 416 Pattern
3.00 YD (2.30 CM) Enhanced Performance
Bolt-On Cutting Edge
Less Fork Frame
Less Tines
1 yr/Unlim Hr Full Mach Warranty (Extended Warranty Options Available)

Quoted Sale Price: **\$209,500.00**

NOTES

This is a Sourcewell Quote Sourcewell
Contract #011723-JDC
Davenport Acct # 58282
Estimated Delivery Sept 20 or Sooner

QUOTE SUMMARY

Total Sale price: \$209,500.00

FREIGHT, PREDELIVERY SET UP AND DELIVERY: \$5,243.37

Subtotal: \$214,743.37

Sales Tax: \$0.00

Rent Applied: \$0.00

Cash with Order: \$0.00

Document Fee: \$0.00

TOTAL: \$214,743.37

Acceptance Signature: _____

Date: _____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



MARTINEQUIPMENT.COM



544 P-Tier Wheel Loader

Coverage Type

Extended Warranty

Certified Used

Application Type

Commercial

Governmental

Rental

Forestry/Severe Duty

Coverage Options

✓ Comprehensive

+ Powertrain And Hydraulics

+ Powertrain

+ Engine Only

Pricing Plans (USD)

Comprehensive

Hours	24 Months	36 Months	48 Months	60 Months	72 Months	84 Months
1000	☐ 1,048	☐ 1,630	☐ 3,498	☐ 4,019		
1500	☐ 1,280	☐ 1,690	☐ 3,824	☐ 4,549		
2000	☐ 1,512	☐ 1,757	☐ 4,143	☐ 5,084		
2500	☐ 1,764	☐ 2,113	☐ 4,405	☐ 5,699		
3000	☐ 2,023	☐ 2,466	☐ 4,674	☐ 6,310	☐ 6,975	
4000	☐ 2,231	☐ 3,303	☐ 5,604	☐ 6,912	☐ 7,634	☐ 8,434
5000	☐ 2,466	☐ 4,271	☐ 6,381	☐ 7,580	☐ 8,376	☐ 9,257
6000	☐ 5,043	☐ 6,065	☐ 8,383	☐ 12,036	☐ 13,299	☐ 14,697
7000	☐ 6,340	☐ 8,061	☐ 11,347	☐ 15,002	☐ 16,582	☐ 18,322
7500	☐ 6,663	☐ 9,395	☐ 13,853	☐ 16,565	☐ 18,312	☐ 20,231
8000	☐ 6,979	☐ 10,742	☐ 16,360	☐ 18,134	☐ 20,042	☐ 22,146
9000	☐ 8,212	☐ 12,331	☐ 18,084	☐ 20,076	☐ 22,186	☐ 24,515
10000	☐ 9,391	☐ 14,102	☐ 20,681	☐ 24,111	☐ 26,638	☐ 29,440

Confidential with No Personal Information

DM-5

8 Jul 2024



544 P-Tier Wheel Loader

Coverage Type

Extended Warranty

Certified Used

Application Type

Commercial

Governmental

Rental

Forestry/Severe Duty

Coverage Options

+ Comprehensive

✓ Powertrain And Hydraulics

+ Powertrain

+ Engine Only

Pricing Plans (USD)

Powertrain And Hydraulics

Hours	24 Months	36 Months	48 Months	60 Months	72 Months	84 Months
1000	☐ 662	☐ 1,025	☐ 2,204	☐ 2,527		
1500	☐ 806	☐ 1,062	☐ 2,406	☐ 2,863		
2000	☐ 954	☐ 1,109	☐ 2,614	☐ 3,195		
2500	☐ 1,116	☐ 1,327	☐ 2,775	☐ 3,585		
3000	☐ 1,273	☐ 1,552	☐ 2,943	☐ 3,975	☐ 4,388	
4000	☐ 1,404	☐ 2,080	☐ 3,528	☐ 4,348	☐ 4,805	☐ 5,309
5000	☐ 1,552	☐ 2,691	☐ 4,019	☐ 4,764	☐ 5,272	☐ 5,826
6000	☐ 3,179	☐ 3,820	☐ 5,272	☐ 7,573	☐ 8,373	☐ 9,250
7000	☐ 3,988	☐ 5,070	☐ 7,140	☐ 9,442	☐ 10,433	☐ 11,528
7500	☐ 4,190	☐ 5,914	☐ 8,716	☐ 10,426	☐ 11,525	☐ 12,734
8000	☐ 4,392	☐ 6,760	☐ 10,295	☐ 11,417	☐ 12,610	☐ 13,934
9000	☐ 5,164	☐ 7,758	☐ 11,377	☐ 12,637	☐ 13,964	☐ 15,429
10000	☐ 5,910	☐ 8,874	☐ 13,017	☐ 15,170	☐ 16,766	☐ 18,524

Confidential with No Personal Information

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
8/7/2024

Subject:

Resolution approving the purchase of two street sweeper hopper assemblies from Armor Equipment of Johnston, Iowa in the amount of \$185,156, CIP #24038. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The City operates six street sweepers ranging from 2009 to 2020 models in the fleet. This purchase will replace two hopper bodies on a 2009 and 2010 model in an effort to extend their service life another 8-12 years. Each hopper body is quoted at \$92,578 through Armor Equipment (formerly Mid-Iowa Solid Waste Co) of Johnston, Iowa.

The total cost for both will be \$185,156. CIP #24038 will be used for \$180,000 and the remaining \$5,156 will come from the Sewer vehicle replacement fund.

Attachments:

1. Resolution
2. City of Davenport Tymco Hopper Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of two street sweeper hopper assemblies from Armor Equipment of Johnston, Iowa in the amount of \$185,156, CIP #24038.

WHEREAS, the City needs to purchase two street sweeper hopper assemblies; and

WHEREAS, Armor Equipment of Johnston, Iowa is the sole source vendor in the region.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of two street sweeper hopper assemblies from Armor Equipment of Johnston, Iowa in the amount of \$ \$185,156 is hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

PARTS QUOTATION

Quote #:

Date:	7/22/24
-------	---------

Armor Equipment
5105 NW BEAVER DRIVE
JOHNSTON, IOWA 50131
TOLL FREE @ 800-733-8731
FAX: 515-276-2976

JENNY PERTZBORN - PARTS MANAGER

Thank you for this opportunity to provide a quote for your parts needs!

COMPANY: CITY OF DAVENPORT

ATTENTION: JIM ERWIN

FAX NUMBER:

EMAIL: JIM.ERWIN@DAVENPORTIOWA.COM

[illegible]

Prices Good for 30 days

Quoted price does NOT include applicable Taxes or Freight unless otherwise stated

Quoted By: Jenny Pertzborn	jpertzborn@armor-equ
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City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
8/7/2024

Subject:

Motion approving the purchase of a compact track loader from Martin Equipment of Rock Island, Illinois in the amount of \$86,843.20 using Sourcewell contract #011723-JDC. [All Wards]

Recommendation:

Pass the Motion.

Background:

This compact track loader will be assigned to the Street Division of Public Works. It will replace a unit that is no longer economical to repair.

Funding for this purchase is from the Streets Motor Vehicle Replacement account 54702031-530302 with a current balance of \$182,353. These funds are from Road Use Tax.

Attachments:

1. CITY OF DAVENPORT 331P QUOTE



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Quote Issued To: CITY OF DAVENPORT
226 WEST FOURTH STREET
DAVENPORT IA 52801
5633267718
Quote Issued By: Rob Riley

QUOTATION

Quote #: 1005364
Issue Date: 7/3/2024
Expire Date: 8/2/2024
FOB: Rock Island

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours
76159	0	JOHN DEERE	331 P		0
Description					
2SP CAB AC PQT HFL					
REAR CAMERA					
2" SEAT BELT W/SHOULDERSTRAP					
JDLINK IRON					
WIDE ZIG-ZAG MULTI BAR TRKS					
COLD START PACKAGE 110 VOLT					
PRE CLEANER					
84" HD CONST BKT W/ EDGE					
DOUBLE SET COUNTERWEIGHT					

Quoted Sale Price: \$84,088.20

NOTES

FREIGHT, PRE-DELIVERY SET UP AND DELIVERY ADD - \$2755
ESTIMATED DELIVERY DATE 8/12/2024. SUBJECT TO CHANGE
THIS A SOURCEWELL QUOTE CONTRACT#011723-JDC
CITY OF DAVENPORT ACCOUNT #58282
MACHINE LIST PRICE \$120,126

QUOTE SUMMARY

Total Sale price: \$84,088.20
Total Trade Allowance: \$0.00



MARTINEQUIPMENT.COM



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Subtotal: \$84,088.20

Sales Tax: \$0.00

Rent Applied: \$0.00

Cash with Order: \$0.00

Document Fee: \$0.00

TOTAL: \$84,088.20

Acceptance Signature: _____

Date: _____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



MARTINEQUIPMENT.COM

City of Davenport

Department: Public Works
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
8/7/2024

Subject:

Motion awarding blanket contracts for the purchase of calcium chloride for the 2024-2025 winter season to EnviroTech Services, Inc of Greeley, Colorado as primary supplier and SICALCO, LTD of Hinsdale, Illinois as backup supplier. [All Wards]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on July 17, 2024, and sent to contractors. On July 31, 2024, the Purchasing Division opened and read two (2) responsive and responsible bids. EnviroTech Services, Inc of Greeley, Colorado was the lowest responsive and responsible bidder and is recommended for award. SICALCO, LTD of Hinsdale, Illinois is recommended for award as a backup supplier should EnviroTech Services, Inc be unable to meet the needs of the City.

The City has a requirement for 32% solution liquid calcium chloride anti-icing solution to be delivered to two of its Public Works locations for use in the 2024-2025 winter season. The estimated quantity is 40,000 to 100,000 gallons, depending on weather.

This purchase is funded through Road Use Tax.

Attachments:

1. Bid Tab

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Calcium Chloride for 2024-2025 Winter Season

BID NUMBER: 25-5

OPENING DATE: July 31, 2024

FUNDING: 54702031 520201 | Road Use Tax - Streets

RECOMMENDATION: Award the contract to EnviroTech Services, Inc. of Greeley, Colorado as primary supplier and SICALCO, LTD. of Hinsdale, Illinois as backup supplier.

<u>VENDOR NAME</u>	<u>PRICE/GALLON</u>
EnviroTech Services, Inc. of Greeley, CO	\$0.84
SICALCO, LTD of Hinsdale, IL	\$0.88

Approved By

Purchasing/

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
8/7/2024

Subject:

Motion approving a waiver of installation of sidewalk along the southern portion of 510 and 516 West 35th Street, and that the waiver remain in effect as long certain conditions remain in effect. [Ward 7]

STAFF RECOMMENDS DENIAL

Recommendation:

Consider the Motion.

Background:

Section 12.12.030 of the Davenport Municipal Code requires that public sidewalks be constructed along the right-of-way of each public street prior to building occupancy unless a waiver is granted by City Council.

The owner of the subject properties has requested a waiver due to topographic and utility conflicts. A copy of the request letter from the owner is included.

If the waiver request is denied, the property owner will be required to construct the sidewalk at the present time, prior to the occupancy permit.

If the waiver is granted, the property owner will be allowed to postpone sidewalk construction until such time as construction is ordered by Council. The property owner would remain financially obligated for the cost of installation when it takes place.

Attachments:

1. Sidewalk Waiver Request Letter

July 18th 2024

This letter is to request a waiver for the installation of sidewalk at 510 W. 35th St. I am the current property owner and am looking to build a new building and make improvements to the area. I built a similar building on the property directly to the west over a year ago and was granted the sidewalk waiver for that property for the same issues. The issues are that the front of the property is a hill and there is a fire hydrant along with two telephone poles where a sidewalk should be placed. If the sidewalk was to be set back into the hillside that would deem it financially irresponsible due to the excavation cost of the hillside and the added need for an approximate 6'-7" tall retaining wall. The majority of the boulevard has no sidewalk along this stretch of road.

Thank you for your time and consideration in this matter. If there are any questions please feel free to follow up with me at (563)340-0854. Ryan Scriven

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
8/7/2024

Subject:

First Consideration: Ordinance amending various sections of Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport, Iowa, and to update language regarding fees and roles. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The FY 2025 service agreement between the City of Davenport and the Humane Society of Scott County (HSSC) established a task force to thoroughly evaluate any necessary ordinance updates or programmatic changes that contribute to a sustainable business model. The task force consulted with the State Director of Iowa for the Humane Society of the United States and also evaluated codes from other Iowa communities.

The task force's recommendations were presented at the July 2, 2024 Management Update Meeting. The goals of the proposal include reducing length of stay, increasing the number of pets reunited with their owners, and improving financial well-being through increased opportunities for license sales and adjusted claim fees. The recommendations include:

- Reducing the mandatory hold period for animals found without identification to 3 days. Animals with identification will continue to be held for a minimum of 7 days.
- Microchipping all at-large animals brought into the shelter after the 3-day hold.
- Allowing license sales online and through veterinary offices.
- Increasing claim fees to better align the rates with the actual cost of care.

Attachments:

1. Ordinance
2. Current Chapter 6.04 Strikethrough Version
3. Animal Services Update 2024.07.02

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 6.04 ENTITLED "ANIMALS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE RECOMMENDATIONS FROM THE JOINT TASK FORCE BETWEEN THE HUMANE SOCIETY OF SCOTT COUNTY AND THE CITY OF DAVENPORT, IOWA, AND TO UPDATE LANGUAGE REGARDING FEES AND ROLES.

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

Section 1. That Subsection 6.04.020 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.020 License required

- B. Licenses shall be purchased from the humane society, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the humane society and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.

Dangerous and vicious animals require a special license that must be purchased annually from the City of Davenport or its designee.

- D. Annual license fees shall be set by resolution of the City Council:

- 1. Neutered/spayed dog or cat (altered)
- 2. Non-altered dog or cat
- 3. Dog declared dangerous
- 4. Dog declared vicious

- H. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed \$5.

Section 2. That Subsection 06.04.060 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.060 **Animal running at large**

- B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:
 - 1. First violation
 - 2. Second violation
 - 3. Third violation
 - 4. Fourth violation will result in the revocation of the license to keep the animal.

Section 3. That Subsection 6.04.140 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.140 **Impoundment**

- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of the humane society or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.
- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required

redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council:

1. For each dog, cat, ferret or similar animal a per day fee for the animal's care, food, water and shelter.
2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.
3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.

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

Title 6

Animals

Chapter 6.04

ANIMALS

6.04.010 Definitions.

[Ord. 2003-210 (part); Ord. 02-573 § 1; Ord. 2000-285 § 1; Ord. 93-283 § 1 (part)]

For the purpose of this chapter, certain terms and words are defined as set forth in this section unless otherwise defined herein.

- A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.
- B. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.
- C. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.
- D. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.
- E. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.
- F. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.
- G. CAT - Means all members of the feline species regardless of sex.
- H. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.
- I. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.
- J. COMMISSION - Means the natural resources commission of the Department of Natural Resources

created and established by the Code of Iowa.

- K. DOG - Means all members of the species *Canis familiaris*.
1. A "dangerous dog" means any dog that (i) while unmuzzled, unleashed, or without the supervision of a person whose verbal commands are obeyed charges or chases in a terrorizing manner with an apparent attitude of attack any person who is upon a street, alley, sidewalk or other public place; or (ii) has a known propensity, tendency or disposition to attack without provocation or to otherwise threaten the safety of persons or domestic animals; or (iii) an animal trained, owned, or harbored for the purpose, primarily, or in part, of animal fighting.
 2. A "vicious dog" means any dog that (i) unprovoked, bites or attacks a person causing bodily injury as defined by Iowa Code 702.18; or (ii) severely injures or kills another domestic animal; or (iii) has been found to be a dangerous dog on two or more occasions.
 3. A dog may be declared dangerous or vicious even if it bites, attacks or menaces a trespasser on the dog's owner's property or a person who is contemporaneously tormenting, teasing or abusing the dog.
 4. The declaration that a dog is dangerous or vicious shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.
- L. EUTHANASIA - Means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during the loss of consciousness.
- M. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by the commission.
- N. GUARD DOG - Means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog such dog being either securely enclosed within the area at all times or under the continuous control of a trained handler.
- O. HOUSING FACILITIES - Means any room, building or area used to contain a primary enclosure or enclosures.
- P. OWNER - Means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or who acts as its custodian, or who knowingly permits an animal to remain on or about any premises owned or occupied by him or her for three or more days.
- Q. PERSON - Means an individual, partnership, corporation, or association and includes any officer, employee, or agency thereof.
- R. PET SHOP - Means an establishment where any dog, cat, rabbit, rodent, fish other than live bait, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale.
- S. PRIMARY ENCLOSURE - Means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.
- T. TAKE - Means any pursuing, hunting, killing, trapping, snaring, netting, searching for, shooting at, stalking or lying in wait for, or attempting any for the foregoing, any animal protected by state laws, regulations or rules adopted by the commission or this ordinance.

6.04.020 License required.

[Ord. 2015-118 § 5; Ord. 2006-211 § 1; Ord. 2003-210 (part); Ord. 02-573 §§ 2-4; Ord. 2000-285 § 2; Ord. 93-283 § 1 (part)]

- A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.
- B. ~~Licenses shall be purchased from the humane society or a consenting veterinarian practicing in Davenport within 30 days of the animal's most recent rabies vaccination date. A person must present evidence of a current rabies vaccination signed and administered by a licensed veterinarian which shows the date of the vaccination, type of vaccination and the date of the next, subsequent revaccination.~~ Licenses shall be purchased from the humane society, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the humane society and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.

Dangerous and vicious animals require a special license that must be purchased annually from the City of Davenport or its designee.
- C. Licenses are not transferable between animal owners or animals.
- D. Annual license fees shall be shall be set by resolution of the City Council ~~as follows:~~
 - 1. Neutered/spayed dog or cat (altered) ~~\$10~~
 - 2. Non-altered dog or cat ~~\$30~~
 - 3. Dog declared dangerous ~~\$150~~
 - 4. Dog declared vicious ~~\$350~~

In lieu of an animal owner obtaining a license annually, the owner may purchase a multi-year license, which may be obtained to cover the period for which the current rabies vaccination is effective (a multiple year license). The fee for a multi-year license shall be calculated by multiplying the applicable annual license fee by the number of years the current rabies vaccination covers.

- E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of \$1.
- F. Altered dogs, duly and properly trained to aid or assist any person who is blind, deaf or physically handicapped, may be licensed for \$1 annually when the dog is owned or maintained by a person actually training the dog to be used to aid or assist persons who are blind, deaf or physically handicapped, or is owned by a blind, deaf or physically handicapped person. The burden of proving that a dog is being trained to assist a person who is blind, deaf or physically handicapped is on the person seeking to license the dog. The humane society may require documentation of the person's affiliation with an organization established for the purpose of training dogs to provide aid or assistance to blind, deaf or physically handicapped persons or whatever evidence the humane society deems satisfactory to establish the validity of such claim.

- G. The owner of a dog that has been declared a dangerous dog may qualify to license said dog for the normal licensing fee upon proof that the owner and said dog have attended and successfully completed a dog obedience class or similar program approved by the humane society.
- H. Upon proof of loss, a duplicate license tag may be obtained upon payment of a ~~\$2~~ replacement fee not to exceed \$5.
- I. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.
- J. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:
 - 1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.
 - 2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.
- K. The executive director of the Scott County Humane Society or an animal control officer of the humane society may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except that violations for failing to license a cat, nondangerous dog or nonvicious dog shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non-appealed notice of violation.
- L. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to the humane society or permanently remove the animal from the (City/county) within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to the humane society may be prosecuted as a municipal infraction violation or simple misdemeanor. An owner whose license has been revoked shall inform the humane society in writing upon the animal's removal from the City/county the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by the humane society as to the animal. The owner shall provide the humane society with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.
- M. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.
- N. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by the humane society absent clear and convincing proof that the animal or animals belong to a person visiting the resident.
- O. The humane society or animal control officer shall provide the owner or custodian of the animal or

animals, as shown on the records at the humane society, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.

- P. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.
- Q. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.
- R. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.
- S. An application to license a dangerous or vicious dog must include presentation by the applicant of a certificate of insurance issuance by an insurance company licensed to do business in this state which provides personal liability insurance coverage for the death or injury of any person, or damage to property of others, and for acts of negligence of the owner or owner's agents in the keeping of said dangerous or vicious animal. The minimum amount of coverage shall be \$50,000 for an animal declared dangerous, and \$100,000 for an animal declared vicious. The certificate of insurance shall also require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If said certificate is not immediately available, a binder that indicates the proper coverage may be accepted for up to 30 days subsequent to the determination that an animal is dangerous or vicious; however, if after 30 days a certificate of insurance or a policy has not been submitted, the animal shall be deemed unlicensed and be disposed of at the discretion of animal control officers. The prescribed insurance coverage, whether it be certificate, policy, or binder, must be obtained within 10 days of the declaration of the animal as dangerous or vicious, with retention of the animal by animal control officers until compliance with this subsection is assured.

6.04.030 Display of license.

[Ord. 93-283 § 1 (part)]

The license tag obtained pursuant to Section 6.04.020 shall be securely attached to a substantial collar which collar shall be worn by the animal at all times. License tags are not transferable to any other animal. Upon demand, the owner of an animal shall display the City license to an animal control officer or Davenport police officer.

6.04.040 Rabies vaccination and reporting.

[Ord. 2000-285 § 3; Ord. 93-283 § 1 (part)]

- A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age of six months old. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United

States Department of Agriculture.

- B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age of six months, if the animal was not yet six months old when acquired.
- C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.
- D. Whenever a veterinarian inoculates an animal for rabies the veterinarian shall complete a rabies vaccination report which shall be forwarded to the City or its designee. The report shall contain the following information:
 - 1. The name, age and sex of the animal;
 - 2. A general description of the animal;
 - 3. The date the current vaccination was given to the animal;
 - 4. The revaccination date;
 - 5. The vaccination tag number assigned to the animal; and
 - 6. The name and address of the animal's owner or custodian.

The veterinarian shall sign the report and all reports shall be sent to the humane society within 30 days of the administration of the vaccination.

6.04.050 Report of bites required.

[Ord. 93-283 § 1 (part)]

- A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.
- B. Any animal that has been involved in biting a person or other animal must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.
- C. The owner of an animal that has been reported as having inflicted a bite on a person or other animal shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.

- D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055 Livestock and poultry prohibited.

[Ord. 2017-451 § 2; Ord. 2017-46 § 2; Ord. 93-283 § 1 (part)]

- A. Notwithstanding the provisions of Chapter 6.06 of the Davenport Municipal Code, it shall be unlawful to maintain, keep or harbor any cattle, swine (except Vietnamese or Asian potbellied pigs), sheep, llamas, horses, jacks, goats, guinea fowl, ostriches, poultry (domestic chickens, turkeys, geese, and ducks), or similar domestic animals raised for home use or for profit within the City limits unless the property upon which such animals are maintained, kept or harbored is zoned as agricultural property. This section shall not apply to a bona fide zoological garden, pet shop, educational institute, circus, carnival, or veterinary hospital treating such animals.
- B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.
- C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060 Animal running at large.

[Ord. 2003-210 (part); Ord. 02-573 § 7; Ord. 2002-501 § 1; Ord. 2000-285 § 4; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:
1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.
 2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.
 3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.
 4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.
 5. When the animal is properly housed in a veterinary hospital or registered kennel.

- B. Notwithstanding any provision to the contrary, animals injured ~~or killed~~ on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.
- C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within ~~five~~three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council~~are as follow~~:
1. ~~For a f~~First violation ~~\$30~~
 2. ~~For a s~~Second violation ~~\$75~~
 3. ~~For a t~~Third violation ~~\$150~~
 4. Fourth violation will result in the revocation of the license to keep the animal.
- E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 the humane society may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.070 Mistreatment of animals.

[Ord. 2000-285 § 5; Ord. 93-283 § 1 (part)]

- A. A person who does any of the following to an animal commits animal neglect:
1. Confines the animal without adequate food, water or shelter, or in a manner that creates an unreasonable threat to the animal's health or safety;
 2. Fails to supply adequate food or water to an unconfined animal owned or cared for by the person;
 3. Causes injury or death to an animal when disciplining it;
 4. Causes unnecessary pain and suffering to an animal by failing to adequately tend to the animal's health needs or grooming.
- B. The disposition of a neglected animal shall be governed by state law.

- C. No person shall torment, tease or harass any tied, fenced or otherwise confined animal.
- D. No person shall expose any poison, poisonous meat or poisonous substance anywhere within the City for the purpose of poisoning any animal. This section shall not apply to a person who exposes poisons about a premises, in accordance with the labeling instructions on the poisonous product, for the purpose of exterminating insects, mice or rats. The use of any poison other than one specifically produced for exterminating insects, mice or rats shall be prima facie evidence of a violation of this section.
- E. No person shall abandon any animal or cause such to be done, except that a person may deliver an animal to another person who accepts ownership of such animal or the person may deliver an animal to the humane society.
- F. A violation of this section may be charged as a simple misdemeanor.

6.04.080 Removal of excrement.

[Ord. 93-283 § 1 (part)]

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.
- B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.
- C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090 Number of animals regulated.

[Ord. 02-573 § 8; Ord. 93-283 § 1 (part)]

- A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from the Humane Society of Scott County and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a \$10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.
- B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.

- C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

6.04.100 Wild, exotic or dangerous animals prohibited.

[Ord. 2000-285 § 6; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.
1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;
 2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.
 3. Any species of feline not falling within the categories of ordinary domesticated house cats as established by the American Cat Fancier Association;
 4. Bears or any species;
 5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;
 6. Foxes, wolves, coyotes, or other species not falling within the category of *canis familiaris*.
 7. Any animal of any species known to be vicious or dangerous, excluding *canis familiaris*.
- B. The prohibition contained in Section 6.04.100A of this chapter shall not apply to the keeping of poisonous snakes, poisonous reptiles, Gila monsters, crocodiles, alligators and caimans provided that the owner of such an animal is 18 years of age or older, and that person has either (1) received a bachelor of science degree based upon courses of instruction which included courses in herpetology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on the care, handling, and keeping of reptiles, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.
- C. The prohibition contained in Section 6.04.100 A., as to non-specified other primates, shall not apply to the keeping of primates provided that the owner of such an animal is 18 years of age or older, and that person has either a bachelor of science degree based upon courses of instruction which included courses in primatology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on the care, handling, and keeping of primates, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.
- D. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or

facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.

- E. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.
- F. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on the humane society within that time period, the humane society may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, the animal control officer or humane society may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by the humane society or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as the humane society deems appropriate.
- G. Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be allowed to keep such animals for the duration of the animal's natural life. Upon the death of a wild, exotic or dangerous animal, the owner of such animal shall not be allowed to replace such animal except as otherwise allowed by this section. The burden of proving the prior ownership of a wild, exotic or dangerous animal prior to the enactment of this chapter lies with the person keeping such wild, exotic or dangerous animal. Nothing herein shall be deemed to exclude the enforcement of nuisance or other laws on the owner of such animals.

6.04.110 Vicious dogs.

[Ord. 2003-210 (part); Ord. 2000-285 § 7; Ord. 93-283 § 1 (part)]

- A. No person shall keep or maintain any dog that has been declared a vicious and/or dangerous dog unless such dog is kept in an enclosure or on a run line located within a fenced area. The fencing material shall not have openings of more than two inches. Wooden fences shall not have openings of more than two inches. Any gates shall be securable and of such design as to prevent the entry of small children or the escape of the animal, and shall be kept secured. Kennels shall have double walls to prevent the insertion of fingers, hands, or other objects. The enclosure must not be located nearer than 10 feet to adjoining property lines or public rights-of-way. The floor of the enclosure must consist of concrete, or a similar material that will prevent the animal from digging its way out of the enclosure.

The run line shall consist of a chain or cable having a tensile strength of at least 300 pounds which does not allow the dog to get closer than 10 feet from adjoining property lines or public right-of-way. In addition, if the dog is kept on a run line within a fenced area, the dog shall be muzzled at all times. If the dog is confined indoors, it shall not be confined on a porch, patio, or in a structure with open windows, screen windows, or screen doors.

- B. If a vicious dog is not within an enclosure or on a run-line within a fenced area, the dog shall be either within the owner's residence or muzzled and restrained with a chain or cable leash having a minimum tensile strength of at least 300 pounds that is no more than four feet in length. If the dog is on a leash, the leash must be controlled by an adult who can control the dog.

- C. No person shall keep, use or maintain any dangerous or vicious dog on any premises unless the premises is posted to warn of the presence of dangerous or vicious dogs. Said warning shall consist of a sign placed at each entrance/exit for the premises in a position to be legible from the sidewalk or ground level adjacent to the sign. If the premises is not enclosed by a fence and the dog is kept within an enclosure, a sign shall be posted on every side of the enclosure in a position to be legible from the sidewalk or ground level.
- D. No person shall sell, exchange, transfer or give a vicious dog to another person.
- E. Owners and custodians of vicious dogs shall post their property with conspicuous signs warning of the presence of a vicious dog.
- F. A vicious dog must be neutered or spayed.
- G. A vicious dog that inflicts bodily injury on a person or other animal by biting after it has been declared vicious, or a vicious dog not kept or maintained in compliance with this section, constitutes a public hazard and may be seized and destroyed.
- H. This section shall not apply to police canines and guard dogs. Guard dogs must be registered with the humane society and licensed and are restricted to property zoned nonresidential. The annual fee for registration of a guard dog shall be \$10. The registration form shall include the dog's location by address; the dog's gender and general description, the dog's current City license number, the dog's current rabies vaccination number, and the name of an emergency contact person who is available 24 hours a day. Guard dogs shall be confined to a fenced in area that is adequate to prevent the dog from escaping the fenced area. The fenced area shall be clearly posted with warning signs.
- I. Any dog declared vicious must have an identification microchip inserted by a veterinarian and to have at least two color photographs taken of said dog to be placed on file with the animal control office. This shall be done within 10 days of the dog being declared vicious and at the expense of the dog's owner or custodian.
- J. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the dog if any of the conditions and specifications established by this section for the keeping of vicious dogs are not being met.

6.04.115 Working service dogs.

[Ord. 02-573 § 9]

- A. For purposes of this section, the following words and phrases shall have the assigned meanings.
 - 1. "Working service dog" means any dog trained to detect or to guard, protect, patrol or defend any premises, area or yard, in the custody and control of a handler.
 - 2. "Handler" means any person who has custody and control of a working service dog within the City.
 - 3. "Working service dog service" means engaging in the business of providing working service dogs in the City.
- B. No person shall engage in the business of providing working service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.
- C. No person shall own or have the care or custody of a working service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each

working service dog license shall be \$10. No working service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.

- D. An application for a license to operate, maintain and conduct working service dog service in the City shall be filed, together with an application fee of \$200, with the City or its agent. The application shall state the name, address, type of organization of working service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of \$300,000 blanket coverage for the working service dog service. The working dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the working service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.
- E. Each applicant for a working service dog handler license shall be a natural person and shall pay an annual fee of \$100 and shall be required to carry insurance or a surety bond in the amount of \$100,000 covering the same items as set forth in subsection D above. A working service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.
- F. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.
- G. Every handler or owner of a working service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a working service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Working Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.
- H. Any working service dog service or handler that sells or otherwise transfers ownership of any working service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- I. Any person whose working service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- J. A working service dog, properly registered as required by this section, in the custody and control of a licensed working service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a working service dog service or licensed handler.

6.04.120 Damage to property.

[Ord. 93-283 § 1 (part)]

No person shall allow or permit their animal to damage, injure, or destroy any shrubbery, plants, flowers, grass, fence, or anything whatsoever upon public or private property without prior permission from the property owner or authorized person.

6.04.130 Barking dogs regulations.

[Ord. 93-283 § 1 (part)]

It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.

6.04.140 Impoundment.

[Ord. 2015-373: ; Ord. 2000-285 § 8; Ord. 93-283 § 1 (part)]

- A. The City may establish and maintain a municipal animal shelter or the City may contract with any nonprofit incorporated society or association which shall provide and maintain an animal shelter for the enforcement of this chapter. It shall be the duty of the persons authorized by the City to operate such animal shelter to supervise and control such facility, to cause the shelter to be kept in a sanitary condition and free from offensive odors, to provide for adequate food, water and shelter, to provide for the collection of animals, to handle the destruction or disposition of animals not redeemed, and to assist in the enforcement and operation of this chapter. The provisions of this chapter shall be enforceable by any animal control officer and by members of the Davenport Police Department.
- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin prior after 72 hours in impound, unless waived by the executive director of the humane society or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- ~~C. Notice. Upon impounding a licensed animal the owner or custodian of the animal shall be given a written notice of the impoundment by the impoundment authority within two days and the owner shall then have five days to redeem the animal not counting the day of impoundment. If an impounded animal is unlicensed or not displaying a license pursuant to Section 6.04.030 the impoundment authority shall have no obligation to search for or provide notice to the owner or custodian. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.~~
- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council and as follows:

1. For each dog, cat, ferret or similar animal a per day fee ~~of \$10 per day~~ for the animal's care, food, water and shelter.
 2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee ~~of \$10 per day~~ for the animal's care, food, water and shelter.
 3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee ~~of \$30 per day~~ plus actual expenses incurred for the animal's care, food, water and shelter.
 4. For any animal not specified herein, a ~~fee of \$25 per day~~ fee plus actual expenses incurred for the animal's care, food, water and shelter.
- E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.
- F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.
- G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.
- H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150 Enforcing provisions.

[Ord. 2000-285 § 9; Ord. 93-283 § 1 (part)]

- A. Humane society employees, animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.
- B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.
- C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the

property.

- D. Immediate Inspection. Notwithstanding Section 6.04.170 subsection B., if the animal control officer or police officer has reasonable cause to believe that the keeping or the maintenance of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and inspect such property, and may use any reasonable means required to effect such entry and make such investigation, whether the property is occupied or unoccupied. If occupied, the officer shall first present proper identification and demand entry explaining the reasons therefor and the purpose of the inspection.

6.04.155 Notice of violation, confiscation, revocation.

[Ord. 2015-118 § 6; Ord. 2006-211 § 2; Ord. 2003-210 (part); Ord. 02-573 § 5; Ord. 2000-285 § 10]

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals within the City, extension of periods of revocation, confiscation of an animal by the City, or a declaration that a dog is dangerous or vicious. A notice of violation shall be sent by certified mail or personally served upon an animal's owner or keeper at the request of a victim of a dog attack as defined in Section 6.04.010(K). The notice of violation may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If a timely appeal is not filed the notice of violation shall be conclusively presumed to be true. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

6.04.160 Nuisances.

[Ord. 2015-118 § 7; Ord. 2006-211 § 3; Ord. 2003-210 (part); Ord. 2000-285 § 11; Ord. 97-247 § 1; Ord. 93-283 § 1 (part)]

- A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous or vicious animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.
- B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.
- C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.
- D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter,

the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of the humane society.

6.04.165 (Reserved)

6.04.170 Penalties.

[Ord. 02-573 § 6; Ord. 2002-501 § 2; Ord. 2000-285 § 12; Ord. 93-283 § 1 (part)]

- A. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.
- B. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.
- C. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.
- D. The following scheduled fines are established for municipal infractions:
 - 1. Section 6.04.020 (Licenses) \$20;
 - 2. Section 6.04.030 (Display of tags); Section 6.04.040 (Rabies vaccination); Section 6.04.060 (At large); and Section 6.04.080 (Animal waste): (i) first offense \$30; second offense \$40; third offense \$50; fourth or subsequent offense up to \$200;
 - 3. Section 6.04.110A or B (Vicious dog): first offense \$250; second offense \$500; third or subsequent offense \$750.
- E. If no scheduled fine is provided for a violation, then the fine imposed shall not exceed \$500 for a first offense and \$750 for a second or subsequent offense.



THE CITY OF
DAVENPORT
IOWA | USA

Management Update

- City and Humane Society of Scott County Task Force

July 2, 2024 | City Hall

Overview

- FY 2025 agreement summary
- Fundraising investment
- Joint task force updates
- Proposed ordinance changes to reduce financial strain
- Timeline and next steps



FY 2025 Agreement Summary

FY 2025 Agreement



- Approved by Council March 27, 2024
- Effective July 1, 2024 – June 30, 2025
- \$800,000 for animal control services, plus vehicle, fuel, and radios
- Key changes:
 - Joint task force
 - Fundraising investment (\$50,000)





Joint Taskforce

Purpose

- HSSC and City commit to work in good faith to achieve a more stable and sustainable contract
- Evaluate necessary ordinance updates or programmatic changes
- Propose solutions for long-term financial viability

Representation

- Director from HSSC Board
- HSSC Staff
- City Council
 - Alderwoman Burkholder
- City of Davenport Staff
- Consulting with:
 - City of Bettendorf
 - Scott County
 - Local veterinarians

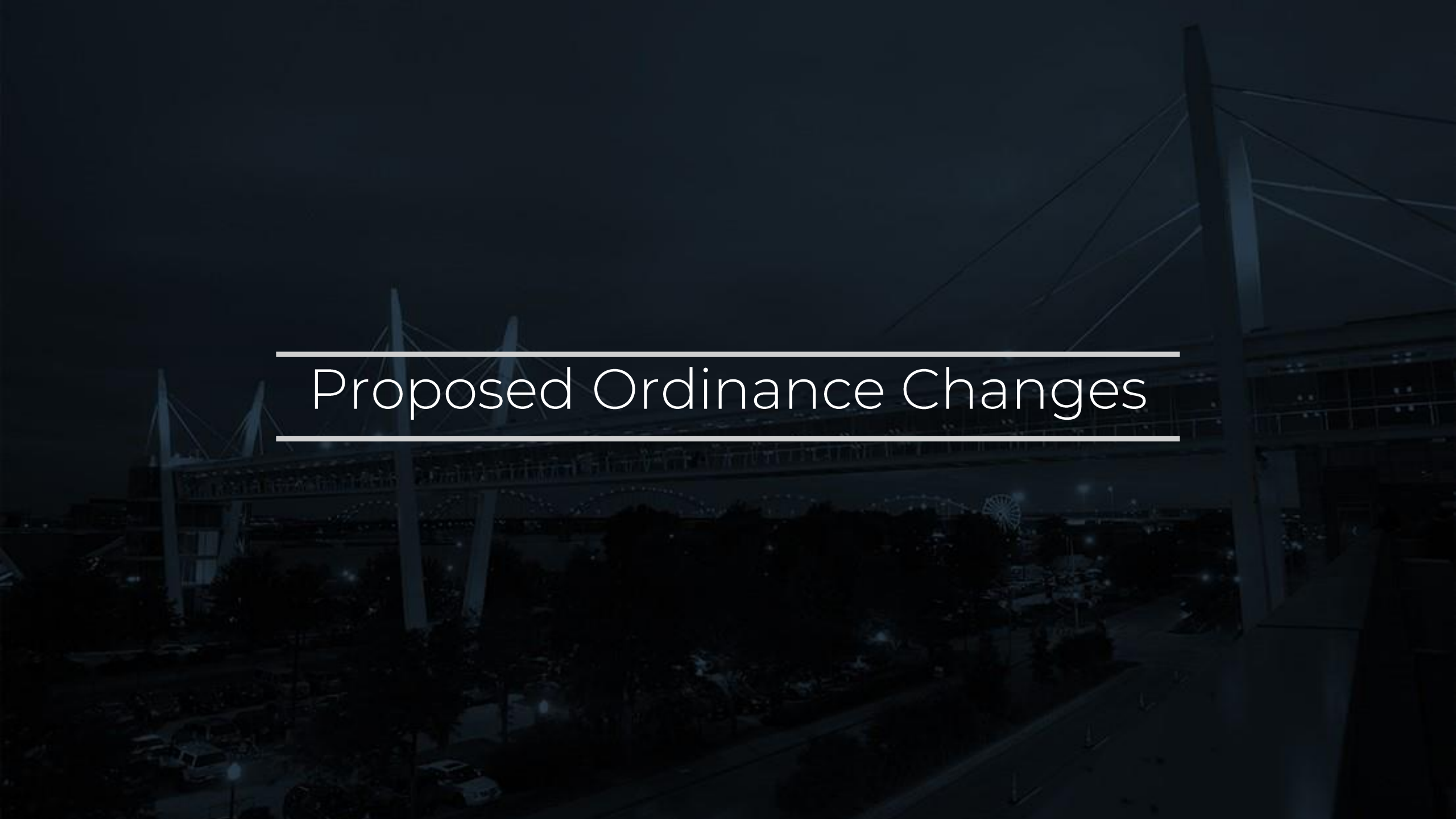


Fundraising Investment

Fundraising Update

- April | RFP for a fundraising consultant.
- May | Three proposals received and evaluated by HSSC and City staff.
- June | Interview with top scoring vendor.
- June | Award to top scoring vendor and awaiting contract draft to begin negotiations.
- TBD | Signed agreement.

- Expected Outcomes | Development Audit by end of year with Feasibility Study to follow.



Proposed Ordinance Changes

Reduce Impoundment

- Current:
 - All animals are held for a minimum of seven days.
- Proposed change:
 - Reduce mandatory hold period for animals found without license, collar, microchip, rabies tag, or other identification to three days.
 - Animals with identification will continue to be held a minimum of seven days.
- Justification:
 - Most pets not returned to their owner within 48 hours are significantly less likely to be reunited.
 - Allows pets to be put up for adoption sooner, reduces the length of stay, which lowers boarding and medical costs.
 - Similar to Des Moines code.

Microchip on Impoundment

- Current:
 - Animals adopted out from HSSC are microchipped.
- Proposed changes:
 - All at large and impounded dogs and cats will have a microchip placed under the skin prior to release.
 - Costs will be added to current fees.
- Justification:
 - Increase return to owner rates.
 - Allows accurate identification of impounded animals over time and increases the ability to identify an owner, especially for repeat cases.
 - Similar codes in Cedar Rapids, Des Moines, and Iowa City.

License Sales

- Current:
 - Licenses are sold at the shelter during regular business hours.
- Proposed change:
 - Allow license sales online and through veterinary offices.
- Justification:
 - Increase return to owner rates.
 - Rabies vaccination is a requirement for license.
 - Education opportunity through vet offices.
 - More convenient for pet owners.
 - Similar to Rock Island County.

Claim Fees

- Current:
 - The per day fee for dogs/cats is \$10.
 - Livestock is \$25 per day and does not include other expenses.
- Proposed changes:
 - Increase the per day fee to \$20 per day for dogs/cats.
 - Addition of actual expenses incurred for livestock like horses, goats, or similar animals.
- Justification:
 - Current rates are lower than the actual cost of care.
 - HSSC is not licensed for livestock and must arrange care with outside groups.
 - Fees to be aligned with Bettendorf and Scott County.



Next Steps

Timeline

- Proposed changes have gone through City legal review.
 - Ordinance changes on agenda late summer.
 - Current proposed schedule:
 - August 21 COW and August 28 City Council
 - September 4 COW and September 11 City Council
 - September 18 COW and September 25 City Council*
- *Claims fees to be set by resolution at 9/25 meeting

Next Steps

- Align ordinances and fees with Bettendorf and Scott County.
- Task force to continue to meet and evaluate impacts of code changes.
- Consideration of additional animal code changes (Example: updates for neglect and mistreatment to follow State code).

Next Steps

- Signed agreement with fundraising consult with completion of development audit and feasibility study to follow.
- Mutual agreement for services past June 30, 2025 reached by February 28, 2025.
- New contract for FY 2026 (and beyond).

Thank you



City of Davenport

Department: City Council
Contact Info: City Council | 563-888-2066 |

Action / Date
8/7/2024

Subject:
Resolution appointing Ms. Nicole Gleason as the Acting City Administrator. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The current Interim City Administrator tendered a resignation effective August 16, 2024. Until the permanent City Administrator is hired, an Acting City Administrator needs to be appointed. The City Council has selected Ms. Nicole Gleason to serve the organization in this temporary capacity. Under the terms of the Resolution, Ms. Gleason would serve in this role until September 30, 2024 or upon the appointment of a new Administrator; however, the Resolution provides that if a new City Administrator has been appointed by September 30, 2024, but the corresponding start date occurs between that date and October 31, 2024, Ms. Gleason will continue her service in this role. Following Ms. Gleason's tenure as the Acting City Administrator, she will be restored to her prior position of Assistant City Administrator and Public Works Director.

Attachments:
1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION appointing Ms. Nicole Gleason as the Acting City Administrator.

WHEREAS, the current Interim City Administrator and Chief Financial Officer has tendered her resignation with an effective date of August 16, 2024, and an Acting City Administrator needs to be appointed until a permanent City Administrator is hired; and

WHEREAS, the City Council has selected Ms. Nicole Gleason to serve as the Acting City Administrator in a temporary capacity; and

WHEREAS, this temporary appointment shall end upon the earlier of September 30, 2024 or upon the appointment of a new City Administrator, whereupon the employee's temporary appointment shall automatically terminate and employee shall be restored to her former position as Assistant City Administrator and Public Works Director at her then current base salary and benefits; and

WHEREAS, in the event that a new City Administrator has been appointed by September 30, 2024 but the corresponding employment start date occurs between September 30, 2024 and October 31, 2024, then the employee will continue in this capacity until new City Administrator's employment start date, when the employee's temporary appointment shall automatically terminate; and

WHEREAS, to compensate the employee for the additional responsibilities during this time period, the employee shall be paid an out of class rate of 10% above the employee's then current rate for services provided through September 30, 2024, and an out of class rate of 12% above the employee's then current rate for any services provided between October 1, 2024 and October 31, 2024; and

WHEREAS, all other benefits previously afforded to the employee shall continue during this time and remain unchanged upon her return to her previous position of Assistant City Administrator and Public Works Director.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Ms. Nicole Gleason is hereby appointed as the City of Davenport's Acting City Administrator with the above conditions applied.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/7/2024

Subject:
Resolution adopting the FY 2026 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 council and staff in the preparation of the annual budget, and they provide a framework for staff to link goals and objectives with resources in the budget document.

The proposed FY 2026 Budget policies are attached. The budget policies will continue to serve as a guide for the City Council, department leadership, and technical staff in the development, preparation, and adoption of the FY 2026 Budget. Further, these policies remain structurally and generally unmodified as this policy framework has led to structurally balanced budgets, rating agency achievements, GFOA awards, and financial positioning to accomplish the City Council's goals and policy drivers.

Attachments:

1. Resolution
2. FY 2026 Budget Policies

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION adopting the FY 2026 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, Iowa that the document attached hereto entitled Fiscal Year 2026 Budget Policies is hereby adopted.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

FY 2026 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, Engineering & Capital Director and CIP Technical Committee, and any others assigned to the budget process through the Chief Financial Officer.

FY 2026 Budget Policies

1. The FY 2026 Budget development process will be framed by the 2024 community survey results, various forms of public input, City Council goals and policy drivers, and the City Administrator's workplan, along with current service levels and available budgetary resources. 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 2026 Budget will be the second year of a two-year budget plan first adopted for FY 2025 and concluding with this FY 2026 Budget cycle.
3. Budgeted expenditures will be linked to goals and performance-related results. Performance measures will be utilized, monitored, and reported in department budgets and through department/division business plans.
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 have been evaluated and applied.
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 existing levy rates.

6. User fee increases will be enacted when necessary to maintain cost recovery rates or to diversify revenue as needed. Where possible, fees will continue to 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, particularly within the enterprise funds. 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 2026 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 and led by the Engineering & Capital Projects Director.
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 beginning in September of the associated budget year. The reports will be readily available to the City Council, City Leadership, and the public via the City's website.

City of Davenport

Department: Public Works
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
8/7/2024

Subject:

Resolution approving a five-year extension of the Fairmount Cemetery Assistance Agreement between the Fairmount Cemetery and Crematory Association and the City of Davenport. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

Under the Iowa State Code 523I.212, cemeteries that become insolvent or cannot be operated in a manner consistent with Iowa law falls into receivership with the State of Iowa. The Fairmount Cemetery, located at 3902 Rockingham Road in Davenport, fell into receivership in 2017 under its previous ownership, which receivership was transferred to the current owners of the Pine Hill Cemetery at 1530 East 39th Street in Davenport. Under the laws of Iowa, if receivership fails to transfer the failing property to an operating cemetery, the receivership process transfers ownership to the local municipality.

The purpose of this agreement is to provide the operators of the Fairmount Cemetery sufficient time and financial assurance to ensure the continued private operation of the cemetery. The operators of the Cemetery have been working collaboratively with the City to minimize the offset, but this cemetery is not revenue neutral and a subsidy is still required. The term of this agreement extension is five years, and the agreement provides a maximum reimbursement amount for operating losses during that term as follows:

Year Max Reimbursement

1	\$100,000
2	\$100,000
3	\$100,000
4	\$100,000
5	\$100,000

The Fairmount Cemetery is required to provide an annual business plan to the City of Davenport demonstrating its ability to operate within the reimbursement amount provided.

Funding for reimbursement amounts required under the agreement will be made from the City's General Fund.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a five-year extension of the Fairmount Cemetery Assistance Agreement between the Fairmount Cemetery and Crematory Association and the City of Davenport.

WHEREAS, the Fairmount Cemetery, located at 3902 Rockingham Road in Davenport, fell into receivership in 2017 under its previous ownership, which receivership was transferred to the current owners of the Pine Hill Cemetery at 1530 East 39th Street in Davenport; and

WHEREAS, the purpose of this agreement is to provide the operators of the Fairmount Cemetery sufficient time and financial assurance to ensure the continued private operation of the cemetery; and

WHEREAS, the Fairmount Cemetery is required to provide an annual business plan to the City of Davenport demonstrating its ability to operate within the reimbursement amount provided; and

WHEREAS, Funding for reimbursement amounts required under the agreement will be made from the City's General Fund.

WHEREAS, the term of this agreement extension is five years, and the agreement provides a maximum reimbursement amount for operating losses during that term of \$100,000 per year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a five-year extension of the Fairmount Cemetery Assistance Agreement between the Fairmount Cemetery and Crematory Association and the City of Davenport, Iowa is hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: James Odean | 563-326-7739

Action / Date
8/7/2024

Subject:

Resolution approving a three-year extension of the audit services contract with Eide Bailly LLP of Dubuque, Iowa in the amount of \$265,500. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Eide Bailly was awarded a five-year contract for auditing services via Council action 2020-252. The five year auditing contract is nearing its end, concluding upon the completion of the current audit cycle. Considering recent developments within the audit industry, including a notable shortage of auditors capable of handling audits for cities of Davenport's size, the City expects challenges in finding a suitable alternative.

Due to staffing constraints, RSM, a major auditing firm, recently withdrew from providing services to the cities of Bettendorf and Rock Island. This exemplifies the broader difficulty in securing auditing services for municipalities of similar scale.

Given these challenges, rising costs, and a leadership transition in the City Administrator and Chief Financial Officer positions, the City thoroughly evaluated its audit service options. Key considerations were reasonable cost and the timeline required to submit financial reports to required parties.

In evaluating Eide Bailly, the City considered several factors, including its performance over the past five years. The key considerations were its expertise and compliance with auditing standards, risk mitigation through timely audit completion, ability to meet GFOA submission deadlines, and current capacity and scheduling. Based on the evaluation, the Finance Director, in accordance Subsection 2.12.130(N) of the Municipal Code of Davenport, Iowa, recommends an exemption of the competitive bidding requirement to extend the current auditing services contract with Eide Bailly for three years.

The pricing breakdown for the extension is as follows: FY 2025 audit at \$82,500 plus \$6,000 for an additional federal program; FY 2026 audit at \$88,500 plus \$6,500; FY 2027 audit at \$94,500 plus \$7,000. Funding for this contract is from 501000410 520217 | Finance Administration Professional Services.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a three-year extension of the audit services contract with Eide Bailly LLP of Dubuque, Iowa in the amount of \$265,500.

WHEREAS, the audit landscape presents significant challenges, including a shortage of auditors capable of managing audits for cities of the size of Davenport; and

WHEREAS, the City's current auditor, Eide Bailly, is concluding its contract at the end of this audit cycle; and

WHEREAS, Eide Bailly has consistently demonstrated expertise, timely completion of audits, and compliance with all relevant standards, ensuring the City's financial transparency and GFOA recognition; and

WHEREAS, Eide Bailly's current scheduling and familiarity with the City's operations provide essential continuity during the leadership transition.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a three-year extension of the audit services contract with Eide Bailly LLP of Dubuque, Iowa in the amount of \$265,500 is hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/7/2024

Subject:

Resolution approving the Memorandum of Understanding outlining a two-year funding agreement between Scott County and the City of Davenport for MEDIC EMS capital expenditures. [All Wards]

Recommendation:

Adopt the resolution.

Background:

The purpose of the attached Memorandum of Understanding (MOU) is to establish a shared funding agreement for the capital expenditures related to MEDIC EMS. Specifically, the agreement authorizes an annual contribution of \$150,000 for two years for the purchase of ambulances. The funding provides gap funding until the County receives its first installment of GEMT dollars. After two years, the agreement will automatically terminate, and GEMT dollars should be utilized to bridge any necessary funding gaps as initially planned for. The agreement has a provision that requires the County to return funds to the City if the ambulance purchase does not occur by June 30, 2026.

The County has proposed a similar agreement to the City of Bettendorf at an annual amount of \$150,000. The City's annual contribution, if approved, would be made through available funding within the Local Option Sales Tax fund and does not impact any budgeted expenditures.

Attachments:

1. Resolution
2. Memorandum of Understanding

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the Memorandum of Understanding outlining a two-year funding agreement between Scott County and the City of Davenport for MEDIC EMS capital expenditures.

WHEREAS, MEDIC, EMS was previously a non-profit entity that now operates as a Scott County department and provides ground emergency medical transport within Scott County including to Davenport citizens; and

WHEREAS, Scott County has requested capital bridge funding for ambulances until the first installment of GEMT dollars is received, and further that the agreement will terminate and not be renewed following receipt of the same; and

WHEREAS, this agreement provides two years of annual bridge funding in an annual amount of \$150,000 specifically for the purchase of ambulances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Memorandum of Understanding outlining a two-year funding agreement between Scott County and the City of Davenport is hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

MEMORANDUM OF UNDERSTANDING
Between
Scott County
And
City of Davenport

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) dated as of the last date written below (“Effective Date”), sets forth the funding agreement for implementing and funding the project as defined below that benefits both entities hereinafter referred to as the “project”. Scott County, Iowa and the City of Davenport are referred to jointly as the “parties”. The following terms of this Memorandum of Understanding shall apply:

1. Purpose of MOU: The purpose of this MOU is to establish a shared funding agreement for the capital expenditures related to the operations of MEDIC EMS to ensure personal property - physical assets may be available for services within the community on an interim basis until the county's first year installment of GEMT dollars is received. The funding arrangement benefits all members of the community by reducing borrowing costs to finance long-term assets.
2. Effective Date and Term: The effective date of this MOU shall be the 15th day of August 2024. The term shall run until June 30, 2026, where it will automatically terminate.
3. Scott County, Iowa, Roles and Responsibilities: For the term of this MOU, Scott County, Iowa agrees to the following:
 - a. Serve as the lead agency for the ground emergency medical transport within Scott County.
 - b. Properly account for and monitor all of the City's disbursed funds in accordance with this agreement.
 - c. Ensure that the City's funds are spent solely on capital related components, such as ambulances and equipping ambulances.
4. City of Davenport, Roles and Responsibilities: For the term of this MOU, the City of Davenport agrees to the following:
 - a. MEDIC EMS, a department of Scott County, Iowa, will serve as the City's primary respondent of ground emergency medical transport services to the benefit of the City, citizens and visitors. Emergency support will be issued by calls submitted to the Scott Emergency Communications Center and subsequently issued through associated priority dispatch.
5. Funding Structure and Costs: To ensure the overall completion of this project, the parties agree to provide funding as follows:
 - a. The payment allocations from the parties shall be as follows:
 - i. City of Davenport: shall provide an annual payment of one hundred and fifty thousand and 0/100 dollars (\$150,000) for two fiscal years ending June 30, 2025, and June 30, 2026.
 - ii. Payment for each fiscal year shall be rendered on or before September 1st.
6. Distribution Upon Dissolution: If the County does not order a new, increasing fleet size, or replacement ambulance by June 30, 2026, any and all received funds shall be returned to the originating entity within thirty (30) days notification.

7. Counterparts: The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.
8. Modification: This MOU may be modified or supplemented by any of the parties; provided, that any such amendment or modification shall be in writing and signed by a duly authorized representative of each party to be effective.
9. Not A Joint Venture: The parties to this MOU are not partners or joint venturers with each other, and nothing herein shall be construed to make them partner or joint venturers or impose any liability as such on either of them.
10. Signatures: All parties shall execute this MOU through signature on the following page.

SIGNATURE PAGE

Signed on behalf of City of Davenport

Signature

Printed Name/Title

Date

Signed on behalf of Scott County, Iowa

Signature

Printed Name/Title

Date

City of Davenport

Department: Human Resources
Contact Info: Alison Fleming | 563-326-7750

Action / Date
8/7/2024

Subject:

Resolution awarding a three-year contract with two possible one-year extensions for the third-party administrative services of the employee health plan to UMR, Inc of Wausau, Wisconsin, and authorizing the Human Resources Director to sign any related documents. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

On May 7, 2024, a request for proposals was issued for third-party administrative services of the employee health plan. Submissions were due on June 5, 2024, allowing firms four weeks to complete their proposal.

An evaluation committee, including representatives from the Human Resources Department, the Finance Department, and the City's employee benefits consultant, Assured Partners, was tasked with scoring the proposals. The following criteria were used to evaluate the responses: (1) financial analysis – 20%, (2) member services – 20%, (3) plan administration – 25%, (4) network access – 30%, (5) quality and thoroughness of proposal – 5%.

Following the proposal evaluation, an on-site interview was conducted. The interview panel, which included the evaluation committee and representatives from each of the City's six unions, unanimously supported the selection of UMR, Inc. to provide third-party administrative services for the employee health plan.

The adopted contract will take effect January 1, 2025.

Attachments:

1. Resolution
2. RFP Tab

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION awarding a three-year contract with two possible one-year extensions for the third-party administrative services of the employee health plan to UMR, Inc of Wausau, Wisconsin, and authorizing the Human Resources Director to sign any related documents.

WHEREAS, the City of Davenport desires to enter into a contract for third party administrative services of the employee health plan; and

WHEREAS, UMR, Inc of Wausau, Wisconsin ranked highest in the evaluation process and was determined to be the best fit to provide such services for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a three-year contract with two possible one-year extensions for the third-party administrative services of the employee health insurance plan is hereby awarded to UMR, Inc of Wausau, Wisconsin; and

BE IT FURTHER RESOLVED that the Human Resources Director is hereby authorized to sign any related documents.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Third Party Administrative Services for Employee Health Plan

BID NUMBER: 24-105

OPENING DATE: June 5, 2024

FUNDING: 50460700 520217 | Human Resources - Employee Health

RECOMMENDATION: Award the contract to UMR, Inc. of Wausau, Wisconsin.

<u>VENDOR NAME</u>	<u>LOCATION</u>
UMR, Inc.	Wausau, WI

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Human Resources
Contact Info: Alison Fleming | 563-326-7750

Action / Date
8/7/2024

Subject:

Resolution awarding a three-year contract with two possible one-year extensions for pharmacy benefit manager services for the employee health plan to Script Care, LTD of Beaumont, Texas, and authorizing the Human Resources Director to sign any related documents. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

On May 7, 2024, a request for proposals was issued for pharmacy benefit manager services for the employee health plan. Submissions were due on June 5, 2024, allowing firms four weeks to complete their proposal.

An evaluation committee, including representatives from the Human Resources Department, the Finance Department, and the City's employee benefits consultant, Assured Partners, was tasked with scoring the proposals. The following criteria were used to evaluate the responses: (1) financial analysis – 35%, (2) contract services – 30%, (3) formulary management – 30%, (4) quality and thoroughness of proposal – 5%.

Following the proposal evaluation, an on-site interview was conducted with the three highest scoring firms. The interview panel, which included the evaluation committee and representatives from each of the City's six unions, unanimously supported the selection of Script Care, LTD to provide pharmacy benefit manager services for the employee health plan.

The adopted contract will take effect January 1, 2025.

Attachments:

1. Resolution
2. RFP Tab

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION awarding a three-year contract with two possible one-year extensions for pharmacy benefit manager services for the employee health plan to Script Care, LTD of Beaumont, Texas, and authorizing the Human Resources Director to sign any related documents.

WHEREAS, the City of Davenport desires to enter into a contract for pharmacy benefit manager services for the employee health plan; and

WHEREAS, Script Care, LTD of Beaumont, Texas ranked highest in the evaluation process and was determined to be the best fit to provide such services for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a three-year contract with two possible one-year extensions for pharmacy benefit manager services for the employee health plan is hereby awarded to Script Care, LTD of Beaumont, Texas; and

BE IT FURTHER RESOLVED that the Human Resources Director is hereby authorized to sign any related documents.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Pharmacy Benefit Manager for Employee Health Plan

BID NUMBER: 24-106

OPENING DATE: June 5, 2024

FUNDING: 50460700 520217 | Human Resources - Employee Health

RECOMMENDATION: Award the contract to Script Care, LTD of Beaumont, Texas

<u>VENDOR NAME</u>	<u>LOCATION</u>
Script Care, LTD	Beaumont, TX
MC-Rx	Gainesville, GA
Liviniti, LLC	Natchitoches, LA
VativoRx	Atlanta, GA
MedOne Healthcare Systems	Dubuque, IA
Sav-Rs Prescription Services	Fremont, NE
ProAct, Inc.	East Syracuse, NY
UMR, Inc.	Wausau, WI

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

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

Action / Date
8/7/2024

Subject:

Resolution approving a five-year Master Government Entity Investment Agreement and the related five-year Government Entity Contribution Agreement between the City of Davenport and the Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

For the last two calendar years, the Visit Quad Cities (Visit QC) funding alignment project has been on the City Administrator's adopted workplan. Visit QC has been collaborating with its board leadership and governmental stakeholders on the development and implementation of a formalized and comprehensive service agreement to serve as a master agreement for all governmental partner entities. In the agreement, Visit QC would continue to provide destination marketing services including attracting conventions, meetings, conferences, events, etc., competitively position the market for identity and growth, lead/support destination development assets, and more. A detailed list of services can be found in the background attachments.

This agenda item would also set forth a new master funding agreement over the next five years. The agreement would require that any participating municipality or county entity with a dedicated hotel/motel tax revenue stream would contribute an amount equal to 25% gross revenues of the same. For entities, like the City of Davenport, who are not already contributing at the 25% level, the agreement provides for a five-year contract period to reach the 25% annual contribution amount. A detailed breakdown of the funding outline can be found in the attached memo.

Attachments:

1. Resolution
2. Entity Contribution Agreement
3. Master Funding Agreement
4. Visit Quad Cities Funding Alignment Memorandum

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the five-year Master Government Entity Investment Agreement and the related five-year Entity Contribution Agreement between the City of Davenport and the Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities.

WHEREAS, Visit Quad Cities is an independent non-profit organization whose purpose is to enhance the region's quality of life and promote travel and tourism for its local governments in the Quad Cities region; and

WHEREAS, the Visit Quad Cities funding alignment project has been on the City Administrator's workplan and is aligned with the vibrant region operational pillar; and

WHEREAS, this agreement provides services and benefits to attract diverse events to Davenport; providing sports, travel, and destination guides; visitor services; innovative product experiences for tourism; valuable business intelligence and marketing research; and positioning the City of Davenport for identity and growth.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the five-year Master Government Entity Investment Agreement and the related five-year Entity Contribution Agreement between the City of Davenport and the Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities are hereby approved.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**QUAD CITIES CONVENTION AND VISITORS BUREAU
GOVERNMENT ENTITY CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (“Agreement”) is entered into effective the date set forth below.

WHEREAS, the Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities (“VQC”) is an independent non-profit organization whose purpose is to promote tourism and to improve business conditions for its members in the Quad Cities region; and

WHEREAS, in order to plan for future activities and promotions and to provide stability to VQC, Local Government Entity (“Entity”) agrees to provide investments as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Investment. Entity agrees to provide investments to VQC on the following terms:

Any municipality or county entity with a dedicated hotel/motel tax revenue stream shall contribute an annual amount equal to 25% gross revenues of the same. Any party not currently contributing 25% shall have until year five of the contractual agreement period to reach this annual contribution rate as long as payments during the period continue to escalate on an annual basis. And the 25% can be increased at any time by the entity. If there is a market and/or system shock (i.e., pandemic, etc.) that adversely impacts revenue flow to VQC, the parties will develop a plan to maintain VQC’s financial solvency. Payments will be benchmarked against hotel/motel taxes starting with the calendar year 2023 by way of example. Any entity party to this agreement without a dedicated revenue stream shall contribute an amount as determined by that entity’s governing body. This amount will not be less than the contributed amount by the entity during the VQC fiscal year 2024. Nothing written herein shall preclude an entity from entering into a separate funding agreement to provide greater than a 25% of hotel/motel tax gross revenue collections. The municipalities and counties may leverage their hotel/motel tax, sales tax, gaming revenues, food & beverage, or any other sources of revenue they deem necessary to invest in VQC for the purposes of destination marketing and tourism promotion.

2. Master Governmental Entity Investment Terms and Conditions Throughout the Term of this Agreement, VQC agrees to provide the benefits and services set forth in the Master Governmental Entity Investment Terms and Conditions (“Master Terms and Conditions”) attached hereto and incorporated herein. VQC shall notify Entity in writing of any proposed material changes to the Master Terms and Conditions. If Entity does not object within thirty days, the changes shall go into effect. If Entity objects to the proposed changes within thirty days, the parties agree to meet within thirty days of such notice of objection to discuss the Entity objections. If the parties do not reach an agreement within thirty days following such meeting, Entity can terminate this Contribution Agreement upon thirty days’ written notice to VQC.

3. Term. This Agreement shall begin effective the ____ day of _____, 2024 and will set to terminate on June 30, 2029. Entity may terminate upon a material breach by the VQC, as set forth herein. Entity shall notify VQC of the claimed material breach. VQC shall have thirty days to meet with Entity to discuss and cure the alleged breach. If the parties do not reach an agreement within thirty days, the parties agree to submit the dispute to the Interlocal investment partners committee identified in the Master Entity Terms and Conditions and the VQC Board and agree to be bound by the determination of the Committee and the Board.
4. Notices. All notices shall be in writing and delivered to the address of the party as stated below.
5. Governing Law. This Agreement is governed by the laws of the State in which Entity is located.

QUAD CITIES CONVENTION
AND VISITORS BUREAU d/b/a
VISIT QUAD CITIES
1601 River Drive, Suite 110
Moline, IL 61265

CITY OF DAVENPORT, IOWA
226 West 4th Street
Davenport, IA 52722

By: _____
[Name, Title]

By: _____
[Name, Title]

Date: _____

Date: _____

Attachment: Master Government Entity Investment Terms and Conditions

**QUAD CITIES CONVENTION AND VISITORS BUREAU
d/b/a VISIT QUAD CITIES
MASTER GOVERNMENT ENTITY INVESTMENT TERMS AND CONDITIONS**

The Quad Cities Convention and Visitors Bureau d/b/a Visit Quad Cities (“VQC”) is an independent non-profit entity which operates for the purpose of promoting and developing tourism, leading destination marketing, and providing visitor services while improving business conditions for its stakeholders in the Quad Cities regional area. VQC’s mission is to enhance the region’s quality of life and create economic development opportunities through tourism to inspire and build the destination. VQC represents the interests in local governments with the goal of the coordination of an increased and long-term effort for the promotion of tourism and destination marketing in the Quad Cities regional destination, which encompasses Scott County, Iowa and Rock Island County (as a defined service area by the State of Illinois). The destination enterprise consists of VQC and its affiliate organizations such as the Quad Cities Sports Commission and Friends of the Quad Cities. As part of its mission, VQC receives funds from municipalities, county governments, state governments or other donors.

1. Governance. VQC shall abide by its Bylaws (attached and as amended) as part of these Master Government Entity Investment Terms and Conditions (“Terms and Conditions”), unless advance notice of any material change is provided to a contributing Entity. In the event a material change affects these Terms and conditions, and any related terms and scope, or modifies the associated Quad Cities Convention and Visitors Bureau Contribution Agreement, the parties shall execute a mutually agreed upon amendment. Without such amendment, a material change shall be cause for an Entity to notify VQC of a breach under the Contribution Agreement.
2. Services and Benefits. VQC agrees to provide the following services and benefits for its partners throughout the term of these Terms and Conditions:
 - Promote sales, service, and relationship development within the travel and tourism industry;
 - Attract conventions, meetings, conferences, events, group tours, and military reunions;
 - Successfully bid on, recruit, and host diverse events for the region;
 - Successfully bid on, recruit, and host sporting events for the region through the Quad Cities Sports Commission;
 - Represent the Quad Cities at industry tradeshows and events within the travel and tourism industry;
 - Tell and sell the Quad Cities story to the world to attract people;
 - Competitively position the market for identity and growth;
 - Drive brand promotion, content marketing, public relations, and engagement with customers, including paid and earned media;
 - Lead “out of market” media buying and ad placement (i.e., Chicago, Milwaukee, Des Moines, Minneapolis) for the region that promotes the Quad Cities to key markets and audience segments to induce travel and tourism opportunities;
 - Develop and maintain Quad Cities electronic media platforms (i.e., website, social media, podcast, blog, etc.) which promote Quad Cities destination assets within service area;

- Host media and travel writers that are producing stories on the Quad Cities;
 - Create and produce print collateral materials that promote the regional destination (i.e., Annual Destination, Guide, Meeting Planner Guide, Group Tour Guide, and Sports Guide);
 - Ideate, lead, and/or support destination development assets that create tourism demand including a focus on the region's cultural amenities;
 - Provide visitor services for guests and Quad Citizens (i.e., River Cruise industry, Group Tours, etc.);
 - Maintain on-premises destination center(s) as determined by VQC for the purpose of visitor and resident services.
 - Serve as a positive steward for the Quad Cities brand and regional destination, including crisis communication;
 - Create and develop innovative product experiences for tourism (i.e., Public Art Trail, Restaurant Week, Museum Week, QC Ale Trail, QC Coffee Trail, John Deere Trail, QC Family Pass, etc.);
 - Advocate for tourism at all levels – local, state, and federal, including leading legislative efforts, as necessary;
 - Provide valuable business intelligence and market research as a community resource for public sector partners;
 - Support stakeholders with Quad Cities destination expertise, including relocation resources;
 - Lead the Region's tourism master plan development and support its implementation;
 - Maintain a clearinghouse of Quad Cities destination imagery and video; and
 - Provide an annual impact report on destination and organization performance.
 - Provide exposure and recognition to each entity as a public sector investor.
3. Operations and Finances. VQC shall prepare and submit to its Board, after consulting with the Interlocal investment partners committee, and prior to the commencement of each fiscal year of these Terms and Conditions the following documents:
- A. Marketing plan that provides for the following promotional services:
- (i) international, national, regional, state, and local advertisement and promotion of tourism and travel to, and the solicitation of conventions, visitors, trade shows, exhibitions and meetings of all kinds in the Greater Quad Cities metropolitan area
 - (ii) publicity within the Greater Quad Cities metropolitan area of upcoming conventions, trade shows, exhibitions and meetings and provision to visitors of information about then ongoing events, attractions, entertainments, places to eat and other activities which are of interest generally to visitors; and
 - (iii) provision of ancillary services in aid of conventions, trade shows, exhibitions and meetings in the Greater Quad Cities metropolitan area, such as registration, arranging rooms and transportation and development of auxiliary events.

- B. Proposed budget for the ensuing year.
 - C. Provide final copies of promotional materials after the commencement of the fiscal year and after the end of the fiscal year, with its promotional materials, a budget statement showing its cumulative expenditures for the year to date and an annual report showing the conventions, trade shows and exhibitions during the reporting period and measurable level of convention, visitor and other activity, which budget statement and statistical report shall be in a form satisfactory to the Board.
 - D. A copy of the VQC annual audit.
 - E. Any municipality or county entity with a dedicated hotel/motel tax revenue stream shall contribute an annual amount equal to 25% gross revenues of the same. Any party not currently contributing 25% shall have until year five of the contractual agreement period to reach this annual contribution rate as long as payments during the period continue to escalate on an annual basis. And the 25% can be increased at any time by the entity. If there is a market and/or system shock (i.e. pandemic, etc.) that adversely impacts revenue flow to VQC, the parties will develop a plan to maintain VQC's financial solvency. Payments will be benchmarked against hotel/motel taxes starting with the calendar year 2023 by way of example. Any entity party to this agreement without a dedicated revenue stream shall contribute an amount as determined by that entity's governing body. This amount will not be less than the contributed amount by the entity during the VQC fiscal year 2024. Nothing written herein shall preclude an entity from entering into a separate funding agreement to provide greater than a 25% of hotel/motel tax gross revenue collections. The municipalities and counties may leverage their hotel/motel tax, sales tax, gaming revenues, food & beverage, or any other sources of revenue they deem necessary to invest in VQC for the purposes of destination marketing and tourism promotion.
- 4. Requisite 28E (Iowa Code) or Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) Agreements. Where required, VQC will recognize the Contribution Agreement which incorporates these Terms and Conditions as an intergovernmental agreement and will coordinate with any contributing entity requiring the same to file the necessary documents with the applicable State agency.
 - 5. No Joint Venture. Nothing in these Terms and Conditions shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent/principal relationship between VQC and any contributing entity.
 - 6. Political Activity. VQC agrees to comply with the prohibition of directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office under the Internal Revenue Code or State law on municipal ordinance. VQC shall not use resources provided herein to support or oppose, or to influence others to support or oppose, any candidate for elected office in the Entity government. Within

the permitted scope of state and federal regulations, VQC will advocate at the local, state, and federal levels for the travel and tourism industry and visitor economy.

7. Conflict of Interest. VQC agrees to establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties. No member, officer, or employee of VQC, or its designees or agents, or other person who exercises any functions or responsibilities with respect to its Services during his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under these Terms and Conditions, unless expressly approved by the Board in accordance with applicable laws and regulations.
8. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party from any and all claims by third parties of any nature for damages which arise from the breaching party's negligent, willful, or wanton conduct in any of its activities or in any breach of these Terms and Conditions. The obligation to indemnify shall include the obligation to defend such claims or indemnify and reimburse the non-breaching party for any attorneys' fees, court costs and any other litigation costs. Any responsibilities for future contributions shall be addressed in the Contribution Agreement between the parties.
9. Miscellaneous.
 - A. Headings. The titles and headings contained in these Terms and Conditions are included for purposes of convenience only and shall not be considered a part of these Terms and Conditions in construing or interpreting any provision hereof.
 - B. Successors and Assigns. No party may assign any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of the other party. These Terms and Conditions shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
 - C. Third Party Beneficiaries. Nothing in these Terms and Conditions, express or implied, shall be deemed to create in any person other than the parties' signatory hereto and successors and assigns permitted hereby, any right, remedy, or claim under or by reason of these Terms and Conditions.
 - D. Severability. If any paragraph or section of an Terms and Conditions with an Entity or its application is held invalid, unconstitutional or found to be contrary to the laws of the applicable State, the invalidity or finding will not affect other provisions or applications of any remaining parts of these Terms and Conditions which can be given effect without the invalid provision or application, and to this and the provisions of these Terms and Conditions are severable.

- E. Entire Agreement; Amendments; Waivers. These Terms and Conditions (including the documents delivered pursuant hereto) constitute the entire Terms and Conditions of the parties hereto pertaining to the subject matter contained herein and supersedes all prior agreements of the parties hereto. These Terms and Conditions shall not be amended, modified, or supplemented, except by a written instrument.

Adopted by the Quad Cities Convention and
Visitors Bureau d/b/a Visit Quad Cities on the
_____ day of _____ 2024.

By: _____
Dave Herrell, President and CEO

MEMORANDUM

DATE: 26 July 2024

TO: Davenport Mayor & City Council

FROM: Mallory L. Merritt, Interim City Administrator/CFO

CC: Jim Odean, Interim Finance Director
Nicole Gleason, Assistant City Administrator/PW Director

RE: Visit Quad Cities Funding Alignment

BACKGROUND

For the last two years, the *Visit Quad Cities* (Visit QC) funding alignment project has been on the City Administrator's workplan and associated with the vibrant region operational pillar. Visit QC has been collaborating with its board leadership and local city administrators on the development and implementation of a formalized service agreement to serve as a master agreement for all partner entities. The master government entity investment agreement outlines the governance structure, services and benefits, operations and financials, and other miscellaneous terms. A summary of the highlights is provided below.

SUMMARY OF SERVICES & INVESTMENT

Services

The master government entity investment agreement clearly articulates and defines services provided to participating entities. Key services and benefits related to the City of Davenport include:

- ✓ Attract conventions, meetings, conferences, events, group tours, and military reunions
- ✓ Successfully bid on, recruit, and host diverse events for the region
- ✓ Tell and sell the Quad Cities story to the world to attract people
- ✓ Competitively position the market for identity and growth
- ✓ Lead "out of market" media buying and ad placement for the region that promotes the Quad Cities to key markets and audience segments to induce travel and tourism opportunities
- ✓ Create and produce print collateral materials that promote the regional destination
- ✓ Ideate, lead, and/or support destination development assets that create tourism demand including a focus on the region's cultural amenities

- ✓ Provide visitor services for guests and Quad Citizens
- ✓ Maintain on-premises destination center(s)
- ✓ Advocate for tourism at all levels – local, state, and federal, including leading legislative efforts
- ✓ Provide valuable business intelligence and market research as a community resource for public sector partners
- ✓ Provide exposure and recognition to each entity as a public sector investor

Governance

Visit QC will continue to operate and abide by its bylaws which will be attached to the master agreement terms and conditions. The agreement would require that any material changes are provided to the entities; further, modifications that affect the terms and conditions would come back to the entities and require an amendment. Additionally, for the term of the agreement, the participating entities will continue to have board representation.

Financial Investment

The proposed agreement also provides the funding structure to carry out the requested services provided by the entity. The agreement would require that any participating municipality or county entity with a dedicated hotel/motel tax revenue stream will contribute a contribution amount equal to 25% gross revenues of the same. If an entity, such as the City of Davenport, is not already contributing 25%, there will be a five-year period allowed to reach the 25% annual contribution amount. The agreement also allows entities that are already contributing 25% to grow beyond that contribution amount with a separate funding agreement.

The below provides a recommended funding strategy for the City of Davenport to carry out the terms of the proposed agreement if approved by the City Council:

Baseline Data		
Current Annual Contribution	\$375,000	11%
Baseline HMT Revenues (For Calculation)	\$3,384,918	
25% Contribution	\$846,230	
Proposed Contributions		
FY 2025 (Year 1)	\$500,000	15%
FY 2026 (Year 2)	\$575,000	17%
FY 2027 (Year 3)	\$650,000	19%
FY 2028 (Year 4)	\$725,000	21%
FY 2029 (Year 5)	\$846,230	25%

If the agreement is approved, the City's year 1 contribution would increase from \$375,000 to \$500,000. As identified in the FY 2025 operating budget workshop presentation, the City incorporated this possibility into the FY 2025 Budget, and the hotel/motel tax fund shows enough modest growth to adequately fund this proposal for the five-year term without creating service impacts to other areas.

NEXT STEPS

As mentioned, the local city administrators have had significant input in the development of this draft agreement, particularly around the funding mechanism. Given that the City of Davenport is one of the entities not currently at the requested contribution rate of 25%, staff advocated strongly

for a step-up approach to allow a five-year window to reach the desired contribution rate. This proposal adequately addresses the staff concerns, while also ensuring board representation for the life of the contract.

It is anticipated that the master agreement and the funding agreement would come before the City Council for formal consideration during the first cycle of August. Please reach out if you have any questions, or if you'd like any additional background information.

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
8/7/2024

Subject:

Resolution accepting the 2024-2025 (year two of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$437,207, and authorizing the Interim Finance Director to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]

Recommendation:

Adopt the Resolution

Background:

This is the second year of a three-year grant agreement. The AmeriCorps grant is administered by the Davenport Parks and Recreation Department, and allocates 56 AmeriCorps members to serve over 28,000 hours in the community.

Attachments:

1. Resolution
2. Grant Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION accepting the 2024-2025 (year two of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$437,207, and authorizing the Interim Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department.

WHEREAS, it is important to the operations of the City of Davenport to establish and maintain collaborative partnerships; and

WHEREAS, volunteerism is central to these partnerships between Davenport Parks and Recreation, Common Chord, Big Brothers Big Sisters, the Putnam Museum, and the Davenport Community School District; and

WHEREAS, the AmeriCorps Program Grant provides these much-needed volunteer positions; and

WHEREAS, it is necessary to enter into and accept the AmeriCorps Program grant from the Corporation for National and Community Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 2024-2025 AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$437,207 is hereby accepted; and

BE IT FURTHER RESOLVED that the Interim Finance Director is hereby authorized to sign the grant agreement which will be implemented and managed by the Davenport Parks and Recreation Department.

Passed and approved this 14th day of August, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT**

GRANTEE: City of Davenport
GRANT NUMBER: 24-AC-02
PROGRAM NAME: City of Davenport AmeriCorps/Youth Corps Program
GRANT AGREEMENT PERIOD: 9/1/2024 - 8/31/2025
TOTAL MAXIMUM GRANT AMOUNT: \$437,206
GRANT TYPE: Cost reimbursement
FEDERAL PRIME GRANT & TYPE: 24ACEIA001 (Competitive)
FEDERAL PRIME AWARD DATE: 7/11/2024

This AmeriCorps Grant Agreement is made by and between the Iowa Commission on Volunteer Service, 321 E 12th St., Des Moines, Iowa 50319 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and City of Davenport ("Grantee"), 700 W River Dr, Davenport, IA 52802-1405, a city government.

WHEREAS the Commission is designated to receive, administer and disburse AmeriCorps State and National grant funds; and

WHEREAS the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and

WHEREAS the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and

WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and

WHEREAS the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;

NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and incorporated by reference. The Grant Agreement is the legal agreement by which the Commission

makes subawards of AmeriCorps funding to the Grantee. The Grantee is the subrecipient and the Commission is the pass-through entity.

- a) **Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal Award received by the pass-through entity. A subaward may be provided through any form of legal agreement.
- b) **Subrecipient** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

1.3 **PROGRAM.** “Program” means the detailed description of the program activities, interventions, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps State and National application approved by the Corporation for National and Community Service (“Corporation” or “AMERICORPS”) and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.4 **GRANT AGREEMENT PERIOD, EFFECTIVE DATE, & COMPLETION DATE.** “Grant Agreement Period” is the period in which the Agreement is in force and effect. The first date of the Grant Agreement Period is considered the Effective Date (or start date) of the Agreement and the last date is considered the Completion Date (or end date). The Grant Agreement Period is aligned with the one-year Budget Period for the federal subaward, but the Grant Agreement Period may not cover the full Period of Performance for the federal subaward, which may be one to three years. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the end date of the grant agreement period; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Grant Agreement Period Completion Date will not be extended beyond 90 (ninety) days past the original Grant Agreement Period Completion Date.

- a) **Period of performance** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- b) **Budget period** means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

1.5 **GRANT TYPE.** “Grant Type” refers to the category of grant award provided. AmeriCorps grants may be either Cost Reimbursement or Fixed Amount types; the type of grant determines certain budget and financial management responsibilities of the grantee.

- a) **Cost Reimbursement** grants include a formal matching requirement and require the submission of a budget and financial reports. For Cost Reimbursement Grantees AMERICORPS funds a portion of program operating costs, member costs (if applicable), and administrative expenses; funding is not directly dependent upon recruitment and retention of AmeriCorps members. Planning grants are a type of cost reimbursement grant that does not include any member funding.

- b) **Fixed Amount** Grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining costs. Fixed Amount programs are not required to submit detailed budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. However, AMERICORPS provides only a portion of the cost of running the program and organizations must raise the additional resources needed to run the fixed amount program. Fixed Amount Programs can access all of the AmeriCorps grant funds, provided they recruit (in the case of Education Award Program or “EAP”) or retain (in the case of full-cost Fixed Amount programs) the members supported under the grant based on the MSY level awarded. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds.

1.6 FUNDING TYPE. “Funding Type” refers to whether the program is funded out of the portion of AMERICORPS funds that are provided to the state according to a population-based formula (Formula) or out of the portion of AMERICORPS funds that are awarded to states on a competitive basis (Competitive). The funds are awarded to Volunteer Iowa in a prime grant and each Iowa AmeriCorps State Program is awarded out of the Commission’s prime grant.

1.7 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in Attachment C, Grant Application; Attachment D, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

1.8 AUTHORIZED REPRESENTATIVE. The Authorized Representative is the person within the Grantee organization authorized to accept and commit funds on behalf of the organization. A copy of the governing body’s authorization for this official representative to sign must be on file in the Grantee’s office.

ARTICLE 2 - FUNDING

2.1 FUNDING SOURCES. The primary source of funding for the Grant is a federal grant from AMERICORPS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. A portion of the Grantee share of matching funds budgeted for this Grant may be provided to the Grantee by AMERICORPS or by Volunteer Iowa from state funding sources as noted in Article 3.1. The Grantee shall comply with the requirements, conditions and rules of AMERICORPS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 RECEIPT OF FUNDS. All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the AmeriCorps Program. Any termination, reduction, or delay of federal or state funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of AMERICORPS funds to the Grantee and/or termination of this Agreement.

2.3 PRIOR COSTS. If any grantee has received written approval from the Commission to incur certain costs prior to the Effective Date of this Agreement, then said written approval and those terms and conditions are incorporated herein and made a part of this Agreement by this reference as if fully set forth.

2.4 **USE OF GRANT FUNDS.** The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 **BUDGET AMENDMENT REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES.** The following budget changes for cost reimbursement grantees shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

- a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
- b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
- c) Budgetary changes related to changes in the scope or goals of the project.
- d) Costs requiring prior approval: adding costs in a previously unbudgeted line item, supplies in excess of \$1,000 per item, equipment valued at greater than \$5000, subgrants or contracts not included in approved application and budget, other costs requiring prior approval under § 2 CFR 200 regardless of the ten percent budget limitation.

2.6 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 **BUDGET MODIFICATIONS FOR UNDER RECRUITMENT AND UNEXPENDED FUNDS.** The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), or if the program has significant amounts of estimated unexpended funds, Volunteer Iowa will work to recapture these funds through a budget reduction. The budget reduction may be voluntary (upon mutual agreement with the program) or at the sole discretion of Volunteer Iowa based on low member recruitment, past unexpended funds or expected future expenditures. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

- a) Formula cost reimbursement programs with unexpended funds in excess of 10% of the federal share at midyear will be required to submit a Budget Modification form according to the due date and format specified in the Program Manual.
- b) Competitive cost reimbursement programs may submit a Budget Modification form following the date and format specified in the Program Manual, to reflect adjustments to approved line items.
- c) Fixed amount grantees will not submit a mid-year budget modification.

2.8 **ADMINISTRATIVE COST GUIDELINES.** Federal funds used for reasonable administrative costs, are allowable. For cost reimbursement grantees, the federal share of administrative costs shall be limited to approximately five percent (5%) of the AMERICORPS funds expended in Sections I

and II of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to grant funds expended.

2.9 UNALLOWABLE COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds for unallowable activities, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the AmeriCorps NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds. Fixed amount grant staff and planning grants are exempt from NSCHC requirements.

2.11 FEES. Volunteer Iowa will assess the following fees on Grantee.

- a) **State Member Management System Costs:** Grantees will be invoiced on a biannual or other regular basis for a fee of \$18/member for costs of participation in the state's member management and timekeeping systems. Grantees approved to use another member management and timekeeping system (see Attachment B) will be charged an additional per-member cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system.
- b) **State Support and Monitoring Fee:** Grantees will be invoiced a State Support and Monitoring Fee on a biannual or other regular basis to cover the cost of commission staff time spent providing necessary technical assistance to programs. The fee calculation provided in the annual Request for Applications. For prior Grantees, the fee level will be based on categories selected from the most recent risk and monitoring level assessment. All new grantees will be considered to be at the high fee level. Both cost reimbursement and fixed amount grantees are subject to the fee, but only cost reimbursement grantees include the fee in their program budget.
- c)

ARTICLE 3 - TERMS OF GRANT

3.1 GRANT. The Commission grants \$437,207 to the Grantee for AmeriCorps activities during the Grant Agreement Period. The program activities of the Grantee are to commence as of the Effective

Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the program activities required hereunder shall be completed on or before the Completion Date.

- a) State match portion of the grant: of the total grant amount, \$0 is state funding that shall be used by the Grantee to meet the federal match requirement for the AmeriCorps program.

The state funding source is: not applicable.

3.2 **GRANT ACTIVITIES TO BE PERFORMED.** Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the program activities and interventions as specifically outlined in Attachment C entitled "Grant Application" signed on 11/17/2023 and incorporated by this reference, and for such other grant obligations as Volunteer Iowa and Grantee may agree to in writing.

3.3 **DISASTER DEPLOYMENT FOR OPERATIONAL GRANTS.** In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment A, "Iowa AmeriCorps Disaster Response Team Disaster Deployment Agreement".

3.4 **GRANT ADMINISTRATION.** The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations, and guidance, including those found in Exhibit F, "Volunteer Iowa AmeriCorps Program Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 **EVALUATION FOR OPERATIONAL GRANTS.** The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other AMERICORPS evaluation guidance. If the Grantee's evaluation plan requires AMERICORPS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

3.6 **SPECIAL CONDITIONS.** The Grantee will be subject to any special conditions noted below. Special conditions may be specified by AMERICORPS or by Volunteer Iowa. AMERICORPS or Volunteer Iowa will suspend programs that do not comply with the special conditions.

- a) Special conditions applicable to this grant agreement: NA.

3.7 **APPROVED WAIVERS.** The Grantee has received approval for the following waiver(s):

MSY minimum: NA

Maximum slot request: NA

Volunteer generation waiver: NA

Alternative match schedule: NA

Match Waiver: NA

Alternate timekeeping system: NA

ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement effective date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

- a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
- b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all operational Grantees).

4.4 **SUBMISSION OF PAYMENT PROCESSING FORMS.**

- a) Taxpayer identification number: Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- b) (For non-state agencies) Electronic funds transfer (EFT): Completion and submission of form "Direct Deposit Authorization Form" from Iowa Department of Administrative Services.

4.5 **SYSTEM FOR AWARD MANAGEMENT REGISTRATION.** The Grantee shall have a current and active registration with the System for Award Management (SAM) and a valid Unique Entity Identifier (UEI).

ARTICLE 5 - REPRESENTATIONS AND COVENANTS OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents and covenants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Authorized Representative listed for the Grantee is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Authorized Representative, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **GRANT APPLICATION.** The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 **RENEWAL AND RESTATEMENT.** The covenants and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 **PROGRAM ACTIVITIES AND INTERVENTIONS.** The Grantee shall carry out in a satisfactory and proper manner the activities and interventions detailed in the approved Grant Application (Attachment C) by the end of the Grant Agreement Period. Such activities and interventions will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), and the AmeriCorps Terms and Conditions. All Grantees are subject to the Uniform Guidance under 2 CFR Chapters I and II, except that Fixed-Amount Grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

6.3 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** AMERICORPS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 **MONITORING.** To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the

Commission offices, on site at the Grantee's offices, virtually using electronic communications, or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 ACCESS TO RECORDS. The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 RECORDS RETENTION. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final Federal Financial Report (FFR) covering the grant. A chart detailing disposition dates of past grants is available on the Volunteer Iowa website and upon written request. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 PROGRAMMATIC DOCUMENTATION. Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review the following documentation as applicable based on the grant type: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f) current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 NOTICE OF PROCEEDINGS. The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 NOTIFICATIONS. In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 REPORTS. The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in the Volunteer Iowa AmeriCorps Program Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed

expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

<i>Performance Measure & Program Progress Reporting</i>		
Form	System/Format for Submission	Date Due
Program Start Forms	Status reports or grant forms in IowaGrants	See Start Form Checklist for exact due dates Pre-Work: May 15 and July 15 • Member Service Agreement and Host Site Agreement templates (returning programs) • Host Site Orientation Agenda and Training Plan • Program and Fiscal Staff Competency Self-Assessment Phase 1: August 1/December 1 • Pre-Award Financial Form (new and recompute programs) • Recruitment Plan • Enrollment Plan • Performance Measure and Enrollment/Retention Goals • Program Management Segregation of Duties • NSCHC Checklist, Policies, Procedures and Training Certifications Phase 2: September 1/January or February 1 • Financial Survey • Annual Audit Form • Member Orientation Agenda (new and recompeting programs) • Member Service Agreement and Host Site Agreement templates (new programs) • Host Site Orientation Agenda & Training Plan (new programs) • Certificate of Insurance (new and recompeting programs) Phase 3: October 1/March 1 • Financial and Program Policies • Data Collection Plan and Process • Tutoring Certification (as applicable)
Performance Measure – Corrective Action Plan (may include amendment request)	Program Officer Notification in IowaGrants	As needed throughout the program year
Initial Progress Report	Status Report in IowaGrants	January 15 (Due April 15 for programs with a January start date)
Enrollment Plan Updates	Status Report in IowaGrants	January 30 and May 31/May 31 and September 30
Mid-Year Progress Report	Status Report in IowaGrants	May 15 (all programs, covers grant start through 3/31/25)

Final Progress Report	Status Report in IowaGrants	15 days following the conclusion of the grant period
October Progress Report (if applicable)	Status Report in IowaGrants	October 25 - Programs with a Final Progress Report due after October 25 (i.e., those whose grants end in October or later) would have a October Report due in advance of their Final Report in order to meet AmeriCorps deadlines.
Monitoring Report Program Response or Response Plan	IowaGrants correspondence	By the deadline established by Volunteer Iowa.
Change in program staff as noted in Grant Agreement	Program Officer Notification in IowaGrants	Within 5 days of the person's first or last day of work or as soon as possible.
Grant Agreement Extension Request	Program Officer Notification in IowaGrants	By April 30 annually
Program Evaluation Plan or Report	IowaGrants status reports and/or application	Progress updates due in Mid-Year Performance Measure Report. Full report/plan deadline varies: With re-competing application for competitive programs.
Other Significant Program Changes	Program Officer Notification in IowaGrants	Within 5 days of awareness of the need to make the change or as soon as possible.

<i>Financial Reporting</i>		
Form	System/Format for Submission	*Date Due
Financial Start Up Forms	IowaGrants (completed by Financial Staff)	Submitted in accordance with timeline outlined in Start Up Form Checklist.
Claim	IowaGrants	Monthly by the 25th of the month following the end of the report period. Claims should total at least \$100 at the time of submission. **Programs may request quarterly reporting due 25th of the month following the end of the quarter.
Program Claim Attachments New Programs and High Financial Monitoring Level Programs	Attachments in IowaGrants	Attached monthly (to coincide with Claim Form) supporting documentation for all claimed costs.
IET Form Attachment	IowaGrants	Attached monthly (or **quarterly) to coincide with Program Claim Form) by the 25th of the month following the end of the report period.

***Federal Financial Reports	IowaGrants as status report (Fixed Amount and Education Award Only complete only specific sections)	April 25 October 25 FINAL: due within 90 days after the completion date of the grant (if grant end date does not correspond with above reporting deadlines).
Estimated Unexpended Funds Report (in FFR)	IowaGrants	April 25 for all programs, and upon request
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Optional April 30 for competitive programs with >10% unexpended federal funds. Requests for budget modifications can be made at any time.
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Required April 30 for formula programs with >10% unexpended federal funds. Requests for budget modifications can be made at any time.
No Cost Extension Request (if needed) (Program Officer Notification)	IowaGrants	April 30 in IowaGrants
Closeout Packet (Status Report)	IowaGrants	Within 60 days after the termination of the grant.
Self-Certification of Closeout	IowaGrants	Within 60 days after the termination of the grant.
Audit Report and Second Audit Report (Status Report)	In IowaGrants as attachment with Management Letter and Audit Reconciliation Report	Within 30 days of the release of the audit report or financial review. <i>IowaGrants is set to receive up to two audit reports per year.</i>
Site Visit Response	IowaGrants	Within timeline as established in site visit report from Volunteer Iowa.
Financial Desk Review <i>Covers one-reporting period as noted in the monitoring schedule based on program monitoring level.</i>	IowaGrants as attachment	Upon request in conjunction with a monthly financial claim report.
Change in financial staff	Update in IowaGrants	Within 5 days of the person's last day of work or as soon as possible.

Budget Changes (Program Officer Notification) <i>In general, major budget changes should be made in the first six months of the grant.</i>	IowaGrants	By April 30 for programs with a August or September start date and July 31 for programs with a January start date OR Within 15 days of awareness of the need to make the change or as soon as possible.
Problems/Concerns – including suspected fraud, waste or abuse of federal funds	Via email or phone call to program officer	Immediately

*If the reporting deadline falls on a weekend or state holiday, the reporting due date remains the same. The program may submit on the due date or prior to the due date.

**Prior approval from Volunteer Iowa required for quarterly claim submission. Quarterly reports cover the following periods: Sept-Dec; Jan-Mar; Apr-Jun; Jul-Sept, Oct-Nov (this reporting schedule includes the maximum grant period inclusive of no-cost extensions).

***FFR completion is limited to selected categories to monitor unexpended funds and excess program income for Fixed Amount and Education Award programs.

<i>Member Reporting</i>
See section 3.1 of the Volunteer Iowa AmeriCorps Program Manual (Exhibit F) to reference a full list of member reporting requirements and deadlines, such as for reporting of member early exits, member injuries or requests to convert unfilled member slots.

6.11 REQUIRED TRAININGS & COMMUNICATIONS. The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1 of the Volunteer Iowa AmeriCorps Program Manual, Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year with an abbreviated version midyear), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), a National Service Regional Conference (in the spring/summer, may be offered regionally in the US or in one central location, and potentially a virtual option), Volunteer Iowa Financial Trainings (virtual trainings are offered twice per year, a minimum of one financial training is required each year for fiscal staff), AmeriCorps National Service Criminal History Check (NSCHC) Annual Training (eCourse offered in Litmos, required annually of **two** staff, see more under National Service Criminal History Checks); AmeriCorps' Key Concepts of Financial Grants Management Annual Training (required for financial staff, eCourse offered in Litmos. Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or AMERICORPS monitoring and feedback.

The Grantee will have at least one staff member participate in monthly Program Staff Webinars led by Volunteer Iowa staff and will have all staff who are budgeted (federal share or as match) 50% or more of their time to the AmeriCorps grant participate in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels. A minimum of one staff person should thoroughly review the information from the AmeriCorps State Update and share with others, as appropriate.

Volunteer Iowa will provide specialized support to all programs based on enrollment and/or retention percentages from the previously completed grant year. All groups will be required to attend specific check in calls throughout the program year to meet with Volunteer Iowa and other program staff.

Programs will be grouped in three tiers based on their retention and/or enrollment (placed in the group reflecting their lowest percentage): tier 1, 85% and above; tier 2, 71% - 84%; and tier 3, 70% and below. All programs are expected to budget for recruitment activities in the next grant application. Tier 2 and tier 3 programs are also required to submit a Recruitment Plan with their start form and must have at least one staff attend the Recruitment Planning webinar held annually in July (tier 1 programs are strongly encouraged to complete these activities). Tier 3 programs will also be required to submit a budget modification in November to accommodate changes in slots and recruitment activities based on fall enrollments. Programs will budget for a contractor to review existing recruitment strategies, materials, and contractor(s), such as alumni, to complete recruitment activities identified in the Recruitment Plan.

6.12 **AUDIT.**

- a) **Single Audit.** Grantees expending \$750,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Part 200) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.
- b) **Other Audit or Financial Review.** Grantees expending less than \$750,000 in federal awards in a year are exempt from any federal audit requirements for that year but shall comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this agreement must submit a copy of the audit or review to the Commission within 30 days after completion.
- c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM INSURANCE AND INDEMNIFICATION.** In addition to the member insurance requirements for the AmeriCorps program as noted in Exhibits A-F, the following requirements will apply depending on the grantee organization.

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to \$250,000 are paid from the self-insurance pool. Claims exceeding \$250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.

Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the

project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.

Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 CERTIFICATIONS. The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200). Fixed amount grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.
- b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference:

- a) Attachments
 - i. Attachment A, "IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT." (completed if applicable)
 - ii. Attachment B, "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM." (completed if applicable)
 - iii. Attachment C, "GRANT APPLICATION", dated 11/17/2023 on the SF424, form (attached)
 - iv. Attachment D, "BUDGET" (attached)
- b) Exhibits
 - i. Exhibit A, "ACT", The National and Community Service Act of 1990 as amended by the Serve America Act,
<https://americorps.gov/sites/default/files/document/%40%20National%20and%20Community%20Service%20Act%20of%201990%20%28as%20amended%20through%20PL%20111-13%29.pdf>
 - ii. Exhibit B, "FEDERAL REGULATIONS", 45 CFR §§ 1200-1299 and 2500-2599,
https://www.ecfr.gov/cgi-bin/text-idx?SID=0a0651909748e317690886cbf689868a&mc=true&tpl=/ecfrbrowse/Title45/45cfrv5_02.tpl#0

- iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
 - a. "General Terms and Conditions (2024)" <https://americorps.gov/grantees-sponsors/state-subgrantees>
 - b. "FY 2024 AmeriCorps State and National Grants Terms and Conditions" <https://americorps.gov/grantees-sponsors/state-subgrantees>
- iv. Exhibit D, "REQUEST FOR GRANT APPLICATIONS", including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Information for 2024 AmeriCorps State and National Grants posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
- v. Exhibit E, "APPLICATION INSTRUCTIONS", including the Volunteer Iowa Pre-Application Instructions and Volunteer Iowa Final Application Instructions posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
- vi. Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL", 2024-2025 AmeriCorps Program Manual, which is posted to the Volunteer Iowa website at <https://volunteer.iowa.gov/americorps/current-americorps-grantee-resources>

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

- a) Articles I through X herein
- b) Exhibit A, "ACT"
- c) Exhibit B, "FEDERAL REGULATIONS"
- d) Exhibit C, "AMERICORPS TERMS & CONDITIONS"
- e) Exhibit D, "REQUEST FOR GRANT APPLICATIONS"
- f) Exhibit E, "APPLICATION INSTRUCTIONS"
- g) Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL"
- h) Attachment A "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT"
- i) Attachment B "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM"
- j) Attachment C, "GRANT APPLICATION" including all assurances, certifications, attachments, and pre-award negotiations
- k) Attachment D, "BUDGET"

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

- a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.

- b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials. Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, submitting timely and accurate program and financial reports.
- c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
- d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Grant Agreement Period Completion Date.
- e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
- f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.
- g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 CORRECTIVE ACTION. Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on the performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Grant Agreement Period. Corrective action may involve the following:

- a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline that is approved by the Commission to bring the program into compliance. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
- b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.

- c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

- a) Exercise any remedy provided by law,
- b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
- c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
- d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement ("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

- a) **Program Income.** All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal AMERICORPS funds. Program income received after the Grant Agreement Period shall be returned to the Commission.
- b) **Late claims.** Volunteer Iowa may deny payment of claims submitted later than 60 days past the grant end date

9.2 **REQUEST FOR PAYMENT MODIFICATIONS.**

- a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.

- b) **Advance payments for cost reimbursement grantees.** With prior approval, cost reimbursement grantees may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.
- i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
 - ii. **Discontinuing advance payments.** Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.
 - iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of AMERICORPS funds, this interest shall be returned to Volunteer Iowa.

9.3 MATCHING REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES. The following requirements apply only to cost reimbursement grantees.

- a) The Grantee agrees to provide local matching contribution to the Program as defined in the “Grantee Share” column of the budget shown in Attachment D, “Budget”. The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.
- b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by AMERICORPS, used to carry out its Program. This includes other federal funds expended by Program Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 BINDING EFFECT. This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations,

covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

- a) **Serious risk to persons or property.**
- b) **Violations of Federal, state or local criminal statutes.**
- c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.** Termination means the ending of the Grant Agreement, at any time prior to the planned end of the Grant Agreement Period.

- a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
 - i. **For Convenience.** With thirty (30) day notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.
 - ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8. The agreement may also be terminated if it no longer effectuates the program goals or AMERICORPS priorities.
 - iii. **Due to Non-appropriation or Reduction of AMERICORPS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment for program activities performed prior to termination.
- b) **Procedures Upon Termination.**
 - i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible.
 - ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.
 - iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the

disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the receipt of Notice of Termination.

10.4 SURVIVAL OF AGREEMENT. If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

10.5 GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

10.6 AMENDMENT.

- a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by authorized representatives of both the Commission and the Grantee, unless otherwise specified within the amendment.
- b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.
- c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require AMERICORPS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 NOTICES. Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via electronic means (such as email with a read receipt requested), to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 WAIVERS OR DELAYS AND EXERCISE OF RIGHTS AND REMEDIES. No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same

default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment D. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 **ENFORCEMENT EXPENSES.**

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.
- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

10.11 **HEADINGS.** The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.12 **PROGRAM NONDISCRIMINATION.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee, member or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Attachments and Signature Page Follow]

GRANT AGREEMENT SIGNATURE & INFORMATION PAGE

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by their proper and duly authorized representatives as of the Effective Date first stated.

For City of Davenport

James Odean
Assistant Finance Director

For Iowa Commission on Volunteer Service

Adam Lounsbury
Executive Director

For the purposes of this Agreement, please add the following designees:

Program Representative Name and Title:

Financial Officer Name and Title:

GRANTEE: Please indicate below your participation in the Iowa AmeriCorps Disaster Response Team (details in Attachment A):

- ☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team*
- ☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team
- *If yes, designate a contact person for the Disaster Response Team.

Iowa AmeriCorps Disaster Response Team Program Contact Name and Title:

Please indicate below your use of the Volunteer Iowa Member Management System (details in Attachment B):

- ☐ Yes, the program will use the Volunteer Iowa Member Management System
- ☐ No, the program will request to use another member management and timekeeping system *
- *If no, the program must complete Attachment B

Attachment A
Iowa AmeriCorps Disaster Response Team Deployment Agreement

Attachment A
IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT

In this agreement the Iowa Commission on Volunteer Service ("Commission" or "Volunteer Iowa") and GRANTEE agree as follows:

1. **PURPOSE.** The purpose of this agreement is to outline the expectations, limitations, and requirements for eligible reimbursements for disaster deployment under the Commission's Disaster Response Cooperative Agreement (DRCA) with the Corporation for National and Community Service ("Corporation" or "AMERICORPS"), Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) deployments, or direct deployments initiated from Iowa Homeland Security and Emergency Management (HSEMD).
2. **MEMBERS.** The GRANTEE, as a member of the Iowa A-DRT is willing to respond to disasters or assist in recovery efforts within their capability. Volunteer Iowa and GRANTEE seek to make efficient use of their authority, powers, resources, and privileges by entering into this agreement to carry out its purposes.
3. **DISASTER RESPONSE:** Volunteer Iowa requires the availability of Iowa AmeriCorps members to support disaster response and/or recovery efforts as needed by the State of Iowa. Waivers to this requirement will be considered on a case-by-case basis for GRANTEES that demonstrate undue hardship or for complications related to program design.
4. **STATE ACTIVATION:** Volunteer Iowa serves as the primary point-of-contact for National Service resources in Iowa during times of disaster and may receive requests for support from government or nongovernmental partners, including the Iowa HSEMD, the Iowa State VOAD, and the Iowa Governor's Office.

In an Iowa federal declaration, the Commission will work with AMERICORPS and Iowa HSEMD on any mission assignments and requests for assistance from the Volunteer Iowa A-DRT.

Any budget or programmatic changes to a program due to a disaster response or recovery will be made in accordance with AMERICORPS specific terms and conditions.

5. **OUT OF STATE:** If GRANTEE is a member of the Volunteer Iowa A-DRT, any mission assignment requests from AMERICORPS will be discussed prior to accepting the mission assignment. At any time, GRANTEE AmeriCorps members are not to deploy out of state without express approval from the Commission.
6. **COST REIMBURSEMENT.** GRANTEE is eligible for cost reimbursements associated with a specific mission assignment for allowable expenses that fall within the approved budget for deployment. Allowable expenses include travel, lodging, meals, supplies, and equipment incurred for deployment and any negotiated expenses specific to the deployment or mission assignment.

Unless negotiated and approved under a specific mission assignment and deployment(s), the Commission will not reimburse costs already included in the program's budget under its existing Volunteer Iowa or AMERICORPS grant(s). This preclusion includes both the CNCS and non-CNCS shares of staff salaries paid, participant costs, staff overtimes, administrative overhead and fees and/ or any other costs.

The GRANTEE is responsible for following all reimbursement procedures and allowable cost policies outlined or referenced in the Disaster Deployment Agreement between Volunteer Iowa and AMERICORPS that will be provided to the GRANTEE in the case of mission assignment and deployment.

7. **LIABILITY.** GRANTEE ensures adequate liability coverage for any mission assignment or deployment. Any deployment outside of the scope of the program's normal duties or not covered by existing policies will be covered by the state as members will be considered acting on behalf of the state for deployment purposes.

8. **RECORD KEEPING.** Records will be maintained by the GRANTEE and Volunteer Iowa in a manner consistent with the reporting requirements of the Iowa Department of Revenue and Finance, the State of Iowa Auditor's Office, the Corporation for National and Community Service and the Federal Emergency Management Agency. Source documentation sufficient to support expenditures will be provided by the GRANTEE. GRANTEE shall keep a copy of receipts requested for reimbursement for a period of 6.25 years from the end of the mission assignment.

9. **TRAINING.** Volunteer Iowa recommends GRANTEE provide training on disaster preparedness, response, and recovery to all AmeriCorps members; however, Volunteer Iowa will ensure task-specific training is provided to members if they are requested to assist in a disaster. Before being eligible for deployment, members must undergo the AmeriCorps Disaster fundamental training. Volunteer Iowa periodically provides GRANTEE members and staff with the opportunity to take part in these trainings prior to a disaster. Additionally, members selected to participate in the Volunteer Iowa A-DRT will receive additional intermittent trainings throughout their service year.

10. **TERMINATION.** This agreement may be terminated in part or completely with or without cause by either Volunteer Iowa or GRANTEE upon thirty (30) days written notice.

11. **AMENDMENTS.** Any amendment to this agreement shall be by the mutual consent of the parties, be in writing, and be appended to this agreement.

12. **DEPLOYMENT.** Any deployment not ordered by the Governor will be voluntary and can be rejected by the Commission or the GRANTEE. Programs will not be reimbursed for any disaster response unless a specific deployment for that activity is issued. Multiple deployments may be issued under any specific mission assignment received by Volunteer Iowa and/or AMERICORPS. Typically, an Out of State deployment will require a minimum commitment of 30 days (4 weeks), but this may be negotiated on a case-by-case basis.

13. **ADMINISTRATORS.** GRANTEE and Volunteer Iowa each will designate one representative to serve as administrators and contacts of this Iowa Disaster Response Team agreement. GRANTEE will complete the appropriate section below to designate a contact.

Attachment B
Alternate Member Management & Timekeeping System Form

Attachment B
ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM
FORM

Alternate System:

Effective member management and timekeeping is critical for the success of any AmeriCorps State program. Applicants were required to budget for costs of participation in the state's member management and timekeeping systems. Grantees who wish to use another member management and timekeeping system may be allowed to do so, with Volunteer Iowa approval prior to the start of member service and at additional cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system. Any grantee wishing to use an alternate member management and timekeeping system can seek formal approval at the time of application.

ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM

1. Alternate system requested at time of application: _____
2. Have you previously used this system for AmeriCorps member timekeeping:
☐ Yes ☐ No

NOTIFICATION OF ADDITIONAL FEES & REPORTING REQUIREMENTS

1. If approved, Grantee agrees to pay a cost of \$36/member as a fee to Volunteer Iowa for use of an alternate member management/timekeeping system.
☐ Yes, we agree to the additional fee
2. Cost Reimbursement Grantees agree to provide Volunteer Iowa staff limited access to the alternative timekeeping system for the duration of the project period for the purpose of completing required monitoring. If such access is not available, the Grantee agrees to submit a monthly timekeeping report in IowaGrants for the same period, for the purpose of monitoring by Volunteer Iowa Staff. Such a report must come directly from the system and should indicate submitted and approved hours per member.

Fixed Amount Grantees are responsible for monitoring their own member timekeeping in alignment with federal grant requirements and maintaining timekeeping records for audit purposes; no timekeeping reporting to Volunteer Iowa is required.

- ☐ Yes, we acknowledge the reporting requirements

Grant Agreement Number: 24-AC-02

Attachment C
Grant Application

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application ☒ Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

01-DEC-23

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:

24AC261964

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

21ACEIA0010011

5. APPLICATION INFORMATION

LEGAL NAME: City of Davenport

UEI NUMBER: WJCNAUXKNRL7

ADDRESS (give street address, city, state, zip code and county):

226 W 4th St
Davenport IA 52801 - 1308
County: Scott

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):

NAME: Rebecca Niles

TELEPHONE NUMBER: (563) 888-3084

FAX NUMBER:

INTERNET E-MAIL ADDRESS: becca.niles@davenportiowa.com

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

426004463

7. TYPE OF APPLICANT:

7a. Local Government - Municipal

7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

☐ NEW ☐ NEW/PREVIOUS GRANTEE

☒ CONTINUATION ☐ AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):

A. AUGMENTATION

B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006

10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

City of Davenport AmeriCorps/Youth Corps Program

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Davenport, low a and surrounding Quad Cities Communities

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 09/01/24 END DATE: 08/31/25

14. CONGRESSIONAL DISTRICT OF: a.Applicant b.Program

15. ESTIMATED FUNDING: Year #:

a. FEDERAL \$ 437,206.00

b. APPLICANT \$ 483,636.00

c. STATE \$ 0.00

d. LOCAL \$ 0.00

e. OTHER \$ 0.00

f. PROGRAM INCOME \$ 0.00

g. TOTAL \$ 920,842.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE:

☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES if "Yes," attach an explanation. ☒ NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Theresa M. Hauman

b. TITLE:

c. TELEPHONE NUMBER:

(563) 888-2217

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

02/21/24

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Executive Summary

The City of Davenport will have 50 AmeriCorps members who will perform service activities such as attendance support, academic support, mentoring support and recruitment, community outreach, interactive educational programs and other educational support activities at Big Brothers Big Sisters, Davenport Community Schools, Davenport Parks and Recreation, The Putnam Museum, and Common Chord as well as other organizations focusing on youth development and educational experiences. At the end of the first program year, the AmeriCorps members be responsible for helping to raise the attendance rates, help address homelessness barriers, job readiness, and decrease high-risk behaviors for Davenport Community School District's students. In addition, the AmeriCorps members will leverage an additional 200 volunteers who will be engaged in supporting educational programs and activities with disadvantaged youth.

The AmeriCorps investment of \$485785 will be matched with \$486180; \$411496 in public funding and \$74684 private funding.

Rationale and Approach/Program Design

THEORY OF CHANGE: The educational, social, economic, and community issues that are involved in increasing graduation rates are complex. Therefore, a multi-level, interdisciplinary approach that addresses both the academic and psycho-social needs of high-risk youth is warranted. This project supports an intentional, community-wide effort to reduce the risk factors associated with dropping out of high school, while also building the developmental assets that promote resiliency in youth, protecting them from adverse conditions and experiences. In 2021 Davenport Community School District's overall graduation rate was alarmingly low at 77.5% compared to the state average of 90.2%. Even more concerning is the rate of graduation for economically disadvantaged students in the district, with only 68.5% earning their high school diploma.

According to the California Dropout Research Project, as early as elementary school, students who are at higher risk for eventual school dropout can be identified and prevention strategies offered to mitigate these risk factors (Rumberger & Lim, 2008). Among these factors are low socio-economic status, ethnic minority status, behavior issues, low academic achievement, low attendance, lack of supportive adults at home engaged in school, and homelessness, which locally has increased by over 50% amongst school aged children since 2019 and is projected to increase an additional 18% by May of 2023.

At the same time, research also illuminates effective prevention strategies. According to the Search

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Institute's 40 Developmental Assets framework, specific environments, activities, and strategies have been found to both mediate risk factors and increase assets (Benson, Scales & Roehlkepartain, 2010). In a sample of over 120,000 youth over three years, only 1 in 10 youth had an optimal level of assets to exhibit success in school and the community. The least common assets encompassed by youth were adult role models (Asset 14), creative activities (Asset 17), and community values youth (Asset 7). These Assets are highly correlated with high school graduation, as only 8% of youth who have 0-10 assets exhibit school success, while 59% of youth who have 31-40 assets are successful in school. In addition, the opposite pattern was also found. The more assets youth have, the fewer high-risk behaviors in which they engage (The Search Institute, 2016).

Based on our understanding of risk and protective factors, the City of Davenport AmeriCorps Youth Corps Program proposes a multi-disciplinary intermediary program that focuses on academic, enrichment, and life skill interventions. Prevention efforts supported by this AmeriCorps project, center around the concept of engagement as being the primary vehicle by which communities can keep students on track to graduate, and interrupt negative trajectories for students who are at significant risk of dropping out. In essence, engagement is the ultimate asset that protects against risk. The common theme among effective practices in dropout prevention strategies is how they positively impact the motivation of students by addressing underlying psychological variables shown to be critical in school completion: competence, control, beliefs about the value of education, and a sense of belonging (National Research Council, 2004). By using a data-driven approach to identifying high-risk youth, and addressing prevention and intervention at various ages and with multiple strategies, academic, social, and emotional engagement can be developed and nurtured in ways that mitigate risk factors and build assets for Davenport's youth.

The AmeriCorps project will provide targeted supports to elementary school students who are chronically absent from school, most usually those in poverty. According to the National Attendance Works Initiative (2019), studies show that missing just 10 percent of school -- whether absences are excused, unexcused or due to suspension -- predicts lower levels of numeracy and literacy by third grade, class failure in middle school, higher levels of suspension, higher likelihood of high school dropout and lower levels of persistence in college. The academic impact of absenteeism is greatest for children living in poverty whose families typically have fewer -- and less access to -- resources to make up for the lost school learning opportunities. Current data from the 2022-23 school year indicates Davenport students are struggling with attendance at alarming rates. As of October 2022, DCSD students deemed chronically absent has increased to 32.4% up from 22.2% in August of the

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same academic year. Using one of the best practices identified by the Attendance Works, AmeriCorps members will engage 10-15 elementary school students who are deemed chronically absent, in specific relationship-building activities that are designed to facilitate school engagement (Asset 22), achievement motivation (Asset 21), and bonding to school (Asset 24) to reduce absences and facilitate a more positive academic trajectory.

The AmeriCorps project will also support homework completion (Asset 23), and reading and math supports during the out of school time hours to increase academic achievement (Asset 21) among high risk youth, thereby addressing the primary risk factor for eventual school dropout within this age bracket. A meta-analysis of 35 more studies of out of school time programs that employed quasi-experimental design methods showed statistically significant positive effects of these programs on both reading and mathematics student achievement, when academic supports were a core component of out of school time programs (Lauer, Akiba, Wilkerson, Apthorp, Shnow & Martin-Green, 2006).

Regardless of the effectiveness of prevention strategies at the elementary level, comprehensive plans for increasing graduation rates must also include effective intervention strategies for older youth who are already engaged in high risk behaviors. According to the National Dropout Prevention Center, evidence-based strategies for increasing graduation rates among high risk populations must include both academic and social-behavior interventions (Schargel & Smink, 2001).

At the high school level, this AmeriCorps project will work collaboratively with Davenport Community Schools to identify 15 upperclassmen with a minimum of two risk factors, as indicated by Iowa Department of Education's risk checklist, to enroll as Youth AmeriCorps members each summer. Youth AmeriCorps members will apply, interview and enroll in AmeriCorps, with their service hours dedicated to a program compliant, community-based government or non-profit organization that improves quality of life in our community. Youth are matched to an agency based on career interests. Youth AmeriCorps engage in a wide variety of training through their term of service, intended to provide information, services and relationships that reduce risk factors and increase resiliency. Through the "hard skill" and "soft skill" hands-on experiences of their service, Youth AmeriCorps will increase their ability to see the importance of education in their own lives and in the future of their community. This program will provide formal and informal support networks through peers, AmeriCorps administration, service site supervisors and community partners. This network will provide support to youth as they finish high school and look toward post-secondary educational opportunities.

At all age levels, the AmeriCorps project will expand the role of Big Brothers-Big Sisters (BB-BS) in

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serving high risk Davenport youth, by both increasing the capacity of BB-BS to engage students who are already receiving services through this project (thereby increasing impact), but also enhancing the Big-Little matches. Widely considered to be foundational to understanding mentoring programs such as Big Brothers -- Big Sisters (BB-BS), the Public/Private Ventures research organization's experimental study of BB-BS showed that youth participants were significantly less likely to engage in substance use and criminal activity, and more likely to be engaged in their school (Tierney, Grossman & Resch, 2000). Youth participants also show improved quality of class work, reduction in behavioral problems, and reduction in absenteeism -- all issues strongly correlated to graduating from high school. More recent data shows that matches that are chosen more intentionally, supported more specifically, and more embedded in natural support structures for the youth (e.g. school) result in more sustainable matches, and better outcomes.

This project will additionally offer opportunities for youth to participate in creative activities (Asset 17) and constructive use of time (Asset 18) during the out of school time and summer hours shown in the Developmental Assets research to enhance the psycho-social health of elementary aged youth, thereby increasing resilience. A meta-analysis of 69 different out of school time programs, some of which had randomized, experimental design methodologies, concluded that participants engaged in high quality programs demonstrated significant increases in positive social-behaviors, bonding to school, and reduction in problem behaviors as a result of their participation (Durlack, Weissberg & Pachan, 2010).

Both the prevention efforts at the elementary level, and the intervention efforts at the high school level supported by this AmeriCorps project, center around the concept of engagement as being the primary vehicle by which communities can keep students on track to graduate, and interrupt negative trajectories for students who are not on track to graduate. In essence, engagement is "the ultimate" asset that protects against risk. By using a data-driven approach to identifying high-risk youth, and addressing prevention and intervention at various ages and with multiple strategies, academic engagement, social engagement and emotional engagement can be developed and nurtured in ways that mitigate risk factors and build assets for Davenport's youth.

EVIDENCE BASE: The City of Davenport AmeriCorps/Youth Corps Program is an evidence based program at the pre-preliminary evidence tier.

Attendance Works Model: This project supports an intentional, community-wide effort to reduce the risk factors associated with dropping out of high school, while also building the developmental assets that promote resiliency in youth, protecting them from adverse conditions and experiences. Since

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Davenport rallied broad-based, cross-sector support for encouraging high school completion, significant improvements have been made in reducing dropouts. Local government, private nonprofits, businesses and faith-based organizations worked together in a variety of ways to provide both tangible support to struggling youth, as well as to engage in discussion that supported a cultural shift for youth such that dropping out is not acceptable. Since the 2010-2011 academic year, when Davenport had the state's highest high school dropout rate at 10.12%, dropout rates have been reduced to 3.95% during the 2021-2022 academic year (Iowa Public Schools Drop-out and Graduation Data, 2022). The resources and supplemental services provided through AmeriCorps directly impact this success by providing interventions to students who are most at risk of dropping out of school (specifically those students who receive free/reduced lunch, students of color, and/or students with IEP's). The first two years of the Davenport Attendance Works intervention performance measure, AmeriCorps members served 569 unduplicated students, moving 243 (43%) off the chronically absent list. This data proves the intervention works, but "our country is facing a school attendance crisis. Emerging data suggests that chronic absence has more than doubled since 2019. Monitoring who is missing too much school and making this information publicly available is critical to allocating resources to address today's unrepresented educational inequities. Efforts to support student recovery following school closings and other changes resulting from the COVID pandemic are unlikely to have the desired results unless children and youth are present in school to benefit from the programming being offered." (Monitoring Who Is Missing Too Much School: A Review of State Policy and Practice in School Year 2021-22). The COVID pandemic greatly affected chronic absenteeism despairingly affecting disadvantaged and homeless students at higher percentages. In Davenport Community Schools November chronic absenteeism affects an astonishing 32.4% of students (4155 students), 74% are of color, 33% identify as Hispanic/Latino. We know our AmeriCorps Members and their interventions for chronic absenteeism are needed more than ever to combat this community crisis. We also know that our youth that are most in need now face even more barriers and need resources that they only receive if they attend school.

Youth AmeriCorps Summer Exploration: Through cross-sector, multidisciplinary approaches outlined in our Theory of Change, we can continue to reduce the risk factors that contribute to youth dropping out of high school. The City of Davenport AmeriCorps / Youth Corps Program participated in the CNCS sponsored AmeriCorps Opportunity Evaluation Bundling Project. This evaluation ran from summer of 2014-2018. The Youth Corps members studied were both delivering the intervention and the beneficiary population of the intervention. The members chosen were high risk (at least 2-3

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risk factors before chosen to be a Youth AmeriCorps Member- YC). We were chosen to be a part of this national evaluation because of our overall program goal of raising our graduation rate, and because we had been recruiting "opportunity youth" as members and engaging them in community service projects with the aim to advance their education, employment, and civic engagement for those who participated. Our members were serving minimum time terms (300 hours) for 12 weeks in the summer. The Youth AmeriCorps members were given a pre-survey when they were on-boarded at orientation and a post survey when exiting. JBS bundled our program into a single quasi-experimental evaluation using a propensity-score matched comparison group. The study assessed whether those YC members showed greater improvements in education, employment, and civic engagement outcomes than comparison youth. Throughout their service YC members served at sites that had adult role models as their supervisors, stressing how education helps in whatever they are interested in doing. There were also weekly debriefings and trainings that focused on soft skills and other important habits to successfully serve and to be successful in the future. While the AmeriCorps Opportunity Youth were not statistically more likely to show improvements than the comparison group on key outcomes (high school completion, course completion, current employment status, hourly wages, and longest employment), they did show important improvements in all areas based on the pre/posttest results. Based on these findings, we have focused on working with our YC to highlight the importance of graduating to meet their future goals, and added more mentoring and training in career goal setting. We also realized that YC who successfully completed our program were more likely to report the importance of graduating to achieve their future career goals. This was a key finding and something we implemented into our structure.

NOTICE PRIORITY: Our program aligns with the first AmeriCorps funding priority and is designed to provide interventions for historically underserved populations, specifically children.

MEMBER EXPERIENCE: Member experience and capacity building of our members is a significant focus of our program. We have a foundational belief that by investing in the training and personal/professional development of our members, the community they serve is positively impacted. In order to develop our members into community leaders, we provide them with a host of training opportunities. These trainings include Youth Mental Health First Aid, OUCH Stereotypes Hurt, Be Money Smart, QPR Suicide Crisis Response, Diversity, Equity, and Inclusion, Adverse Childhood Experiences, Mandatory Report, and more. We also allocate funding for each member to participate in self-selected training opportunities to further build their skills.

Members are considered skilled volunteers; including them in decision making processes and valuing

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their strengths is an expectation we as an AmeriCorps program hold. Through their service experience, members will gain transferable communication, problem solving, conflict resolution, decision making, and time management skills. In addition, members gain hands-on experiences in social and human services that are unlike experiences they get in the classroom, making members valuable candidates for the workforce after they successfully complete their term of service. We work diligently to educate local employers on the rich experiences AmeriCorps Members gain as a result of their service, making them qualified and preferred employment candidates.

We recruit local members to serve Davenport youth because they have the ability to relate and understand the hardships faced by our targeted population. Members are recruited through the psychology, sociology, and education departments of our highly diverse local colleges, through senior service and retired persons groups, as well as through members who have previously served in our program.

Organizational Capability

ORGANIZATIONAL BACKGROUND & STAFFING: The City of Davenport is a proud AmeriCorps partner, having been competitively funded for the last 9 years. Our experiences have taught us that a grant of this size requires an intentional staffing structure; internally this includes a Program Director with over 12 years of experience managing the grant, an AmeriCorps Manager Analyst, who is new to the City of Davenport AmeriCorps Program, but came to the city from serving 8 years in Reading Corps and was is an AmeriCorps alumni herself. We also have an AmeriCorps Senior Clerk, who is an AmeriCorps Alum and has 4 years of program compliance and implementation who also provides direct support to all of our AmeriCorps Members. The Program Director will be responsible for grant oversight, fiscal management, and partnership development and support. The Program Manager Analyst will provide support and supplemental assistance to Site Supervisors in regard to member management, compliance, recruitment; in addition she will provide assistance and support to the Members. The Senior Clerk will reinforce compliance initiatives: file management including utilizing DocuSign, NSCHC procedures including Fieldprint and Truescreen, and member timesheets through OnCorps.

The staff work closely with member host sites to provide supplemental assistance to Site Supervisors including training on all policies and procedures, including prohibited activities, member management and recruitment. The program's management structure includes representatives of our partners: Big Brothers Big Sisters, supplies 3 Site Supervisors, Davenport Community School District supplies our program with an AmeriCorps Alumni and veteran site supervisor of twelve years to oversee 10

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Attendance Works members in order to give direct support and supervision, Freight House Farmer's Market, Putnam and Parks and Recreation Division will supply site supervisors, all of whom have had previous experience supervising and mentoring AmeriCorps members. Any new Site Supervisors receive a thorough training on the policies and procedures of AmeriCorps as well as attend orientation with their members. Youth AmeriCorps Members will be supervised by an upper-level manager at their designated service site. These managers are chosen for their expertise in their profession and their experience with working with at-risk youth. To complement the above structure we have an evaluator in place from Iowa State Extension who will work with each site to ensure performance measure data collection is on target for appropriate reporting periods as well as lead all evaluation projects. This evaluator has 25+ years of evaluation experience and has been a part of the AmeriCorps Program for the last 12 years. She successfully led participation in the CNCS-bundled evaluation project in 2015.

The City of Davenport as the responsible fiscal agent for this AmeriCorps Program has ample experience managing federal grants and has sustainable resources to meet the match obligations. The City has committed the staff and resources necessary to make this AmeriCorps program successful. The new Davenport Community Schools Superintendent along with the Mayor and City Council are passionate about students' achieving success in life through graduation of high school and very concerned with the community issue of youth homelessness and the excessively high rate of chronic absenteeism in our district. The responsibility with leading this initiative is a priority within the community.

COMPLIANCE & ACCOUNTABILITY: The City of Davenport AmeriCorps Program has implemented a series of tools to create a standard of accountability and compliance. We recognize that a program of this magnitude requires a large management team; we have the equivalent of 4 full time staff providing biannual site visits, quarterly file audits, and bi-weekly time-sheet auditing. All of our partner sites must agree to a minimum of one site visit a year from our Program Director or Management Analysis in which they will mitigate risk through a series of questions posed at both the site supervisor and member to ensure professional growth, compliance and safety. In addition, the Program Director will work the administrative team to ensure the "Member Records File Monitoring form" provided by Volunteer Iowa as well as the NSCHC Documentation Checklist are being utilized for every member file. The AmeriCorps Management Analyst and Admin. Assistant will also regularly review member timesheets and site supervisors' approvals using the OnCorps Timesheet Check Process' retrieved from Volunteer Iowa. Lastly, at least one if not all of the management team

Narratives

members are expected to attend all trainings put on by the Iowa Commission that highlight Compliance and Accountability.

MEMBER SUPERVISION: In addition to the key administrative staff that support this program, we have implemented a Site Agreement with each service site outlining all of the Prohibited Activities, policies and procedures to maintain the highest quality program. This agreement is a binding agreement explicitly stating that, as the grant holder, we will hold our service site locations accountable if any instances of risk or noncompliance are identified. If a violation is found on the basis of a Prohibited Activity, given the situation the site may be subject to a fine, removal of a site supervisor or member, or immediate closure. We reference the agreement to uphold quality standards of compliance and accountability for both parties. However, the expectations within the agreement do not go without training on the site supervisors' part; attending quarterly trainings given by the program administration that reinforce Prohibited Activities is a requirement of each one of our site supervisors. It is also important to note that Members attend quarterly trainings in which the AmeriCorps team focuses on and reviews Prohibited Activities, policies and procedures throughout the year.

Finally we place a large emphasis on our fiscal responsibility to the grant. The City of Davenport is not a stranger to federal grant management, having managed many grants. The accounting manager responsible for financial documentation has been responsible for moving our program from a moderate risk program to a low risk program due to her diligence in reporting. We continue to work with the commission to report correctly and maintain our low risk rating.

Cost Effectiveness and Budget Adequacy

See Budget

Evaluation Summary or Plan

N/A

Amendment Justification

N/A

Clarification Summary

FY 2024 AmeriCorps State and National Continuation Resolution Request:

The program has adjusted the application materials to reflect the funding/MSY/slots approved up to

Narratives

by AmeriCorps for our continuation award. Program made the budget changes, updated the source of funds, and the executive summary, and validated the budget and performance measures.

Budget resolution items:

Section 1.1 Other Program Operating Costs: The budget narrative references Volunteer Iowa Required State Management System, Advertising, Job Fair Tables, Volunteer Iowa Required State Support & Monitoring Fee, Phone, and Mental Health Resource ASC Membership, but the program narrative doesn't include any justification for these costs. Please revise the budget to remove the costs, or provide an explanation in the program narrative.

Resolution: We includes funds required per being a state AmeriCorps Grantee for The Volunteer Iowa Required State Management System and Volunteer Iowa Required State Support & Monitoring Fee. We included funds for advertising and Job Fair Tables to help us recruit new members to fill our AmeriCorps Program. We have a program that is spread out with sites throughout the community and over 50 members, so our staff utilizing communication with a smartphone is necessary to manage the program. For our members mental well being and to help support them throughout their service we included funds for Mental Health Resource ASC Membership.

Section II.B. Member Support Costs: Please clarify why the full FICA amount is budgeted in CNCS Share when 82.37% of living allowances are budgeted to CNCS Share and 17.63% are budgeted to Grantee Share.

Resolution: The clarification for budgeting the full FICA amount in CNCS Share is because it makes our accounting for the living stipends cleaner and we did not see any rules stating we could not do that.

Section III.A. Corporate Fixed Percentage: Please check the calculation for this line, it appears incorrect. We believe what we entered matches up but clarified it to be as follows:

Narratives

Corporation Fixed Amount: Corporation fixed is the CNCS Budget total (79685+ 398351) * (0.0526)
= 25145 allowable (Only claiming 15088) Grantee Indirect Costs = Total CNCS + Grantee Sections 1
& 2 = (404,407) + (478,391)= *0.1 =

Since no funding areas were changed there were no adjustments to grantee share or the Source of Funds sections.

Due Diligence resolution items:

As of 2/10/2023, the System for Award Management (SAM) Registration is scheduled to expire 6/22/2023. Please remember the registration must be current and active to receive an award from AmeriCorps.

As of 2/10/2023, the Legal Applicant name on the 424 in eGrants (City of Davenport), does not match the registered Legal Applicant name in SAM (City of Davenport Iowa) exactly. No award will be made to this organization unless the legal applicant name matches exactly. The legal applicant must make the necessary corrections to eGrants and/or SAM.

Resolution: We have had our legal applicant name in eGrants updated to match the name in SAM (City of Davenport Iowa). The City of Davenport will be sure to renew our SAM registration on time and prior to the 6/22/2023 expiration date and is committed to keeping it current.

Continuation Changes

Continuation Grant For 2024 Grant Year:

Changes in Operating Sites: No changes

Significant Changes in Program Scope or Design: No significant changes.

Changes to Performance Measures-we changed the positions from 1200 hour positions to Quarter Time (School Year Only) and reduced half-time positions (year round). This changed our MSY of the total project from 22.02 to 19.57 and the Performance Measure from 7.0 to 4.55. Though the MSY is less this enables us to change from 10 Members at 1200 HR positions to 15 Members-5 RHT, which

Narratives

we believe will be year round, and 10 QT Members which we have had better success in recruiting, and overall the Members present in the schools focusing on attendance will increase. The QT Members utilize AmeriCorps in a secondary role to school and or a primary job. We have found in working with local universities and colleges that this is a better fit. We are hoping this change helps with recruitment and retention for these positions. With the change we believe that the target number of students served (100) will remain the same, and the target output: removing from chronically absent list (75) will also be achievable with the 15 Members.

Significant changes to Monitoring Structures or Staffing: No significant changes. We have the same structure but our support team is just over a year in their position of Program Manager Analyst, and we filled the open AmeriCorps Senior Clerk position. We are hopeful that as they gain experience in their positions it helps to grow our program.

Budget Revisions: See Budget. Our request is for \$485,785.00 of CNCS funds, Matched with \$485,821.00, \$384,322.00 of city funds, \$74684.00 of private funds, and \$26815.00 of school based funds.

Grant Characteristics

Performance Measures

MSYs by Focus Area



MSYs by Objective



Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

Table2: MSYs by Objectives

Objectives	%MSYs
K - 12 Success	100%

% of MSY NPM VS Applicant VS Not in ANY

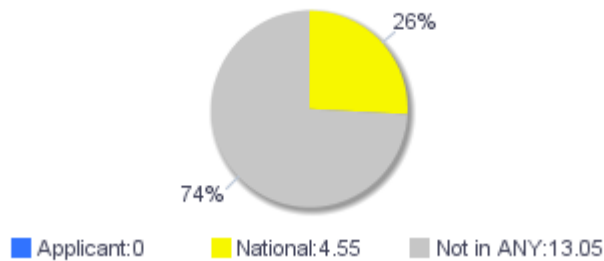


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	26%	0%	74%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K - 12 Success	17.60	50
Total	17.60	50

Primary Focus Area: Education

Primary Intervention: Family Involvement

Secondary Focus Area:

Secondary Intervention:

Performance Measure: Davenport Community Schools Attendance Initiative

Focus Area:	Education	Objective:	K - 12 Success	No of MSY's:	4.55	No of Members:	15
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Problem Statement:

Approximately 720 k - 12 students in Davenport experience chronic absenteeism – defined as missing twenty or more days of school in a typical 180 - day year. Research shows that students who are chronically absent are more than three times more likely to drop out of school than their peers.

Selected Interventions:

Family Involvement

Describe Interventions:

Attendance is a national and state issue and schools are using initiatives that promote better policy and practice around school attendance. We promote tracking chronic absence data for each student beginning in kindergarten, or ideally earlier, and partner with families involvement and community agencies to intervene when poor attendance is a problem for students or schools. Ten Quarter Time AmeriCorps Members and 5 Reduced Half - Time Members will be placed at a Davenport Community School at the highest risk buildings based on the highest levels of chronic absenteeism to implement the Attendance initiative which consists of caseloads of 10 - 15 chronically absent youth working with members weekly to identify and over come any obstacles to attending school. Each identified student will meet weekly with the member, who will have access to administrative, homelessness resources and counselor support.

ED1A Output:

ED1A: Number of individuals served

Target: 120 Individuals

Measured By: Tracking System

Described Instrument: Each member has a project - created spreadsheet in which he/she enters information about each dosage with each student and interventions used from a drop down menu of acceptable interventions given to the members at their onboarding training with his/her caseload. This spreadsheet is sent to the project evaluator at the end of each academic quarter.

Attendance Records from Infinite Campus generate a caseload list of 10 - 15 students per school that meet our eligibility criteria of chronically absent (missing 11% or more in a quarter), disadvantaged youth. Those lists will be provided to the member along with a member handbook with types of allowable activities and training on how to administer. We ensure an unduplicated count because we enter every student who is seen, every semester into a spreadsheet and then determine how many " repeats " we have. A student defined as "served" will be one that is on the caseload at the beginning of a

Performance Measure: Davenport Community Schools Attendance Initiative

Problem Statement:

Selected Interventions:
Family Involvement

Described Instrument: quarter, is met with or communicated with weekly - individually or in small groups - for at least 1 hour a week and has been served the duration of the quarter.

ED6 Outcome:

ED6: Number of students with increased attendance

Target: 90 Students

Measured By: Attendance Records

Described Instrument: This performance measure is evaluated using secondary data. Davenport Community Schools uses attendance tracking software embedded within Infinite Campus - their student management system. Members are given "read only" access to this software. In the software, members can count the exact number of days each student on their caseload has been absent during the intervention period. This data pull is done at the end of each quarter to ensure complete information. It is checked for accuracy, aggregated and analyzed by the project evaluator. Feedback is provided to the administrative team for any implementation concerns, as well as to inform revisions in approaches to interventions. Increased attendance for our performance measure is defined as General Improvement (any attendance improvement, even 1%). We will also track how many students had their absenteeism reduced below the chronically absent status (below 11% absent).

Program Information

AmeriCorps Funding Priorities

*Check any priority area(s) that apply to the proposed program. Please refer to the NOFO for the information on the threshold for meeting priority consideration

Underrepresented
communities, underserved
people

Grant Characteristics

*Check any characteristics that are a significant part of the proposed program

None of the grant
characteristics

Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	200
Percent of disadvantaged youth enrolled	15

Required Documents

Document Name

Status

Federally Approved Indirect Cost Agreement

Not Applicable

Labor Union Concurrence

Not Applicable

Other Documents

Not Applicable

Evaluation

Sent

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.

Grant Agreement Number: 24-AC-02

Attachment D
Budget

June 27, 2024 10:54 AM

City of Davenport AmeriCorps/Youth Corps Program

City of Davenport

Application ID: 24AC261964

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
Section I. Program Operating Costs			
A. Personnel Expenses	210,622	59,532	151,090
B. Personnel Fringe Benefits	100,789	5,202	95,587
C. Travel			
Staff Travel	6,451	0	6,451
Travel to CNCS-Sponsored Meetings	0	0	0
Member Travel	2,112	0	2,112
Total	\$8,563	\$0	\$8,563
D. Equipment			
E. Supplies	4,100	0	4,100
F. Contractual and Consultant Services	32,215	0	32,215
G. Training			
Staff Training	2,200	0	2,200
Member Training	5,000	0	5,000
Total	\$7,200	\$0	\$7,200
H. Evaluation	15,000	0	15,000
I. Other Program Operating Costs	20,957	15,115	5,842
Section I. Subtotal	\$399,446	\$79,849	\$319,597
Section I Percentage		19.99%	80.01%
Section II. Member Costs			
A. Living Allowance			
Full Time (1700 hrs)	0	0	0
1-Year Half Time (900 hours)	119,000	89,500	29,500
Reduced Half Time (675 hrs)	42,000	33,000	9,000
Quarter Time (450 hrs)	94,400	74,400	20,000
Minimum Time (300 hrs)	51,800	48,988	2,812
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Three Quarter Time (1200 hours)	80,000	60,000	20,000
Abbreviated Time (100 hrs)	0	0	0
Total	\$387,200	\$305,888	\$81,312
B. Member Support Costs	500	0	500
FICA for Members	29,621	29,621	0
Worker's Compensation	500	0	500
Health Care	0	0	0
Total	\$30,621	\$29,621	\$1,000
Section II. Subtotal	\$417,821	\$335,509	\$82,312
Section II. Percentages		80.30%	19.70%
Section III. Administrative/Indirect Costs			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	103,575	21,848	81,727
Commission Fixed Amount	0	0	0
Total	\$103,575	\$21,848	\$81,727
B. Federally Approved Indirect Cost Rate			
Section III. Subtotal	\$103,575	\$21,848	\$81,727
Section III Percentage		21.09%	78.91%
Section I + III. Funding Percentages		20.20%	79.80%
Budget Totals	\$920,842	\$437,206	\$483,636
Budget Total Percentage		47.48%	52.52%
Required Match		50.00%	

City of Davenport AmeriCorps/Youth Corps Program
City of Davenport

# of years Receiving CNCS Funds		14	
Total MSYs		17.60	
Cost/MSY		\$24,841.25	
	Total Amt	CNCS Share	Grantee Share
Budget Totals	\$0	\$0	\$0
Budget Total Percentage		0.00%	0.00%
Required Match		50.00%	
# of years Receiving CNCS Funds		14	
Total MSYs		17.60	

Budget Narrative: City of Davenport AmeriCorps/Youth Corps Program for City of Davenport

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
City of Davenport AmeriCorps Program Director-Responsible for grant oversight and compliance, program outreach, and support: - 1 person(s) at 87553 each x 60 % usage	0	52,532	52,532
City of Davenport AmeriCorps Site Supervisor -- Therapeutic Recreation: - 1 person(s) at 77385 each x 15 % usage	0	11,608	11,608
City of Davenport AmeriCorps Site Supervisor -- Performing Arts: - 1 person(s) at 77385 each x 15 % usage	0	11,608	11,608
City of Davenport Accounting Manager-Financial AmeriCorps Reports: - 1 person(s) at 107998 each x 10 % usage	0	10,800	10,800
City of Davenport AmeriCorps Program Site Supervisor-Sports and Recreation: - 1 person(s) at 76439 each x 10 % usage	0	7,644	7,644
City of Davenport AmeriCorps Program Site Supervisor-Education and Special Events: - 1 person(s) at 74577 each x 10 % usage	0	7,458	7,458
City of Davenport AmeriCorps Program Site Supervisor-Senior Recreation Manager: - 1 person(s) at 112074 each x 10 % usage	0	11,207	11,207
City of Davenport -AmeriCorps Program Analyst I-responsible for program oversight, member recruitment, management and support: - 1 person(s) at 60139 each x 100 % usage	29,091	31,048	60,139
Davenport Senior Clerk-PT AmeriCorps Admin support-responsible for grant file paperwork including background checks and file compliance: - 1 person(s) at 30441 each x 100 % usage	30,441	0	30,441
Horticulture Supervisor: - 1 person(s) at 71853 each x 10 % usage	0	7,185	7,185
Category Totals	59,532	151,090	210,622

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Benefits for 30% Full-Time City Employees: Benefits (including FICA, workman's comp, family coverage health insurance, IPERS [Iowa pension fund], and retirement) average approx 30% of total FT salaries of \$180,181 * .30 = \$54,054	0	54,054	54,054
Benefits for PT AmeriCorps Senior Clerk: (IPERS 9.44% + FICA 7.65 %) = 17.09% 30441 * 17.09% = 5202	5,202	0	5,202
Benefits for the Full-time AmeriCorps Program Manager Analyst: Benefits include Family Healthcare 27,528.00 + Def Comp, + Disability + IPERS + FICA = 27528+ 3105 + 622 + 5677 + 4601 = 41533	0	41,533	41,533
Category Totals	5,202	95,587	100,789

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: N/A to Iowa AmeriCorps State Programs	0	0	0
Travel to Regional National Service Training: 2 Airline Tickets @ 800.00 each = 1600, 4 Nights Lodging for 2 rooms @ 200.00 a night = 1600, Meal Per Diem (follows GSA meal plan) 2 @ 70.00 for 4 days, Transportation (UBER /Lyft @ ave\$30/trip x4 trips) = \$1600 + \$1600 + \$560.00+\$120=\$3880	0	3,880	3,880
Volunteer Iowa Required Training-AmeriCorps Prog Launch: 3 staff @ 2 nights lodging @ \$150.00 a night = \$900.00; 3 staff @ 2 days per diem @ \$60.00/day = \$360.00; Mileage 340 round trip miles X .67 (\$228.00) = \$900 + \$360 + \$228 = \$1488	0	1,488	1,488
Staff Training for Knowledge in Youth Development, Equity, Diversity and or Programming: 1 staff 3 nights lodging @176 .00 a night + _3 days per diem @ 69.00 a day for people) = 528 + 207 = 735.00	0	735	735
Volunteer Iowa Required Training - New Program Staff Orientation: 2 staff @ 1 day per diem @ \$60/day = \$120.00; Mileage 340 round trip miles X .67 = \$228.00 = \$120 + \$228 = \$348	0	348	348
Category Totals	0	6,451	6,451

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
BBBS Member Mileage Reimbursement for home visits and school visits: travel for the 5 Three Fourths Time Members @ BBBS rate of \$0.44 per mile for site visits get an estimated 80 miles per month for 12 months (per BBBS policy) = \$2112	0	2,112	2,112
Category Totals	0	2,112	2,112

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Logoed and Safety Gear for AmeriCorps Members: Members (20.00 polo, 1-10.00 tshirts) (Badges and Lanyard x \$20) = \$50 x 50 = \$2500	0	2,500	2,500
Office Supplies - files, paper, binders, office set up: 50 members (Paper, Printing Ink, Files, Binders, stapler, staples, scissors, tape) 50 @ \$10 = \$500	0	500	500
Tablet: 2 tablets for staff to bring to recruitment events and schools to use to help potential and new Members with Paperwork, Host Site Reports, and Timesheets = 2 @ 550.00	0	1,100	1,100
Category Totals	0	4,100	4,100

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Site Supervision-Davenport Community Schools: 10% of 68148 = 6815- Daily Rate of 10	0	6,815	6,815

BBBS Site Supervisors and Support: BBBS has 4 site supervisors at the following salaries to provide oversight for their 5 Three Quarter Time members: (54500*.2)=10900.00 + 2(40000*.1)=8000.00 + (65000*.1)=6500.00 = 25400.00- Daily Rate of 70	0	25,400	25,400
Category Totals	0	32,215	32,215

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Registration for 4 Leadership, Diversity & Inclusion and skills based trainings: 4 trainings @ \$300.00=\$1200.00 - Daily Rate of 300- Daily Rate of 300	0	1,200	1,200
Registration for National Service Training: 2 @ \$500.00 = \$1000.00- Daily Rate of 100- Daily Rate of 100	0	1,000	1,000
Category Totals	0	2,200	2,200

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Local leadership, diversity and inclusion trainings for 50 AmeriCorps members: 50 @ \$100.00 (2-\$50 trainings) = \$5000- Daily Rate of 50- Daily Rate of 50	0	5,000	5,000
Category Totals	0	5,000	5,000

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Iowa State Extension Evaluation: Iowa State Extension Evaluation- Performance Measure and Logic Model Evaluation at rate of 50.00 an hour for 40 hours- Daily Rate of 50	0	2,000	2,000
External Evaluation: 50 hours @ 260 an hour to develop, conduct and report external evaluation- Daily Rate of 260	0	13,000	13,000
Category Totals	0	15,000	15,000

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
NSCHC checks for any new staff and members: Combined NSCHC cost \$65.75X 55	2,617	1,000	3,617
Volunteer Iowa Required State Member Management System: 50 @ 18.00 = \$900	900	0	900
DocuSign: Annual Subscription for 3 main users = 3000.00	1,000	2,000	3,000
Advertising: Advertising for recruitment 500.00 @ 3 spots = 1500.00	758	742	1,500
Tables at College and Career Fair Recruiting events: 3 @ \$200.00	600	0	600
Volunteer Iowa Required State Support & Monitoring Fee: State Support and Monitoring Fee: (425.00 x 17.60 MSY) + (100 * 17.60 tiered fee) = \$7480 + \$1760= \$9240	9,240	0	9,240

On3Learn Member Training Software: Annually \$1750.00	0	1,750	1,750
ASC Membership: Base cost \$350	0	350	350
Category Totals	15,115	5,842	20,957
Section Totals	79,849	319,597	399,446
PERCENTAGE	19.99%	80.01%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
1-Year Half Time (900 hours): 10 Member(s) at a rate of 11900 each Members W/O allowance 0	89,500	29,500	119,000
2-Year Half Time (1st Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
2-Year Half Time (2nd Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Reduced Half Time (675 hrs): 5 Member(s) at a rate of 8400 each Members W/O allowance 0	33,000	9,000	42,000
Quarter Time (450 hrs): 16 Member(s) at a rate of 5900 each Members W/O allowance 0	74,400	20,000	94,400
Minimum Time (300 hrs): 14 Member(s) at a rate of 3700 each Members W/O allowance 0	48,988	2,812	51,800
Three Quarter Time (1200 hours): 5 Member(s) at a rate of 16000 each Members W/O allowance 0	60,000	20,000	80,000
Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Category Totals	305,888	81,312	387,200

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: 7.65% of Living Allowances total 7.65% * \$387200 = \$29621	29,621	0	29,621
Worker's Compensation: 50 members @ \$10.00 per year = \$500	0	500	500
Health Care: No Health Care, no FT Members	0	0	0
MAP for Members: 50 Members at Mental Health Resources at \$10/member = \$500	0	500	500
Category Totals	29,621	1,000	30,621
Section Totals	335,509	82,312	417,821
PERCENTAGE	80.30%	19.70%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: CNCS Budget total (79850 + 335,509) * (0.0526) = \$21,848. Grantee Indirect Costs = Total CNCS + Grantee Sections 1 & 2 = (319,596 + 79,850 + 335,509 + 82,312)*0.1=\$81,727	21,848	81,727	103,575
Commission Fixed Amount: N/A to Iowa Programs	0	0	0
Category Totals	21,848	81,727	103,575

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0
Section Totals	21,848	81,727	103,575
PERCENTAGE	21.09%	78.91%	

Budget Totals	437,206	483,636	920,842
PERCENTAGE	47.48%	52.52%	
Required Match		0.00%	
Total MSYs	17.60		
Cost/MSY	24,841.25		

Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	Davenport Community Schools-Secured Approved Federal Waiver Dept of Education Funds	26,815	Cash	Federal
	Big Brother Big Sister, Common Chord, Putnam, Freight House Farmer's Market-Secured	74,684	Cash	Private
	City of Davenport Expenses - Secured	382,136	Cash	State/Local
Total Source of Funds		483,635		

City of Davenport

Department: Library
Contact Info: Jeff Collins | 563-328-6850

Action / Date
8/7/2024

Subject:

Motion awarding a contract for audio/visual equipment and services at Fairmount Library to Conference Technologies, Inc of Davenport, Iowa in the amount of \$60,594.99, CIP #23081. [Ward 1]

Recommendation:

Pass the Motion.

Background:

A Request for Proposals (RFP) titled Audio Visual Equipment and Services | Fairmount Library was issued and sent to vendors on June 12, 2024. The submission period ended on June 26, 2024, and the Purchasing Division opened and announced four (4) proposals.

A committee evaluated the proposals on the following criteria set forth in the RFP:

- Proposed Pricing | 40%
- Available Support | 40%
- Examples of Similar Successful Deployments and References | 20%

Conference Technologies, Inc was ranked highest by the evaluating committee and is recommended for award.

This contract will provide upgraded audio/visual equipment in the three meeting rooms at the Fairmount Library. The contract also includes installation of the equipment and a four-year support agreement.

Funding for this contract comes from CIP #23081 | Library Meeting Room Upgrades.

Attachments:

1. RFP Tab

**CITY OF DAVENPORT, IOWA
RFP TABULATION**

DESCRIPTION: Fairmount Library | Audio-Visual Equipment and Services

BID NUMBER: 24-96

OPENING DATE: July 10, 2024

FUNDING: CIP 23081 | Library Meeting Room Upgrades

RECOMMENDATION: Award the contract to Conference Technologies, Inc of Davenport, Iowa.

<u>VENDOR NAME</u>	<u>LOCATION</u>
Conference Technologies, Inc.	Davenport, IA
Solutions Management Group	Davenport, IA
Marco Inc.	Cedar Rapids, IA
Mesa Electronics	Lombard, IL

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

Department: Information Technology
Contact Info: Cory Smith | 563-888-2162

Action / Date
8/7/2024

Subject:

Motion approving the purchase of Pure Storage hardware and technical support from Insight Public Sector of Chandler, Arizona in the amount of \$81,649.71 using OMNIA Partners contract #23-6692-03. [All Wards]

Recommendation:

Pass the Motion.

Background:

OMNIA Partners is a cooperative purchasing program that provides access to group purchasing contracts with leading national suppliers, allowing for a streamlined procurement process for thousands of products and services. Insight Public Sector of Chandler, Arizona was awarded OMNIA Partners contract #23-6692-03 for Technology Products, Solutions, and Related Services via a competitive solicitation process.

Pure Storage is the flash array hard drive system utilized by the City. This purchase includes hardware and technical support.

Funding for this contract comes from 50450530 520226 | IT Maintenance M&E.

Attachments:

None

City of Davenport

Department: Fire
Contact Info: Mike Carlsten |

Action / Date
8/7/2024

Subject:

Motion approving the purchase of 14 sets of turnout gear from Dinges Fire Company of Amboy, Illinois in the amount of \$56,350 using Sourcewell contract #010424-LIO. [All Wards]

Recommendation:

Pass the Motion.

Background:

This purchase will provide 14 new sets of turnout gear to replace aged and worn gear. LION First Responder PPE, Inc of Dayton, Ohio was awarded Sourcewell contract #010424-LIO Firefighting PPE via competitive solicitation process. Orders under this contract are placed with a LION Distribution Partner. Dinges Fire Company of Amboy, Illinois is the local distribution partner.

Funding for this purchase comes from CIP #63022 | Turnout Gear Replacement.

Attachments:

None

City of Davenport

Department: Police

Contact Info: Jamie Brown | 563-326-7787 |

Action / Date

8/7/2024

Subject:

Motion approving the purchase of annual training and duty ammunition from Kiesler Police Supply, Inc of Jeffersonville, Indiana in the amount of \$54,640.40 using Iowa Department of Administrative Services contract #21298C. [All Wards]

Recommendation:

Pass the Motion.

Background:

This purchase will provide the Davenport Police Department annual training and duty ammunition. Kiesler Police Supply, Inc was awarded State of Iowa Department of Administrative Services contract 21298C Ammunition for State Agencies via a competitive solicitation process.

Funding for this purchase comes from 50102550 520201.

Attachments:

None

City of Davenport

Department: City Council

Contact Info: Alderwoman Meginnis and Alderman Gripp | 563-888-2066 |

Action / Date
8/7/2024

Subject:

Motion for suspension of the rules to vote on the listed item.

City of Davenport

Department: Finance

Contact Info: Jamie Swanson | 563-326-7795

Action / Date

8/7/2024

Subject:

Motion approving a beer and liquor license application.

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

Ward 3

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - Extended outdoor Area August 9-11 - License Type: Class C Liquor (On-Premises)

Recommendation:

Pass the Motion.

Background:

This application has been reviewed by the Police, Fire, and Zoning Departments.

Attachments:

None