COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, November 20, 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. Community Development

1. Public Hearing on the proposed conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner. [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 providing for the division of taxes levied on taxable property in the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa. [Ward 8]

2. Second Consideration: Ordinance for Case ORD24-04 being the request of the City of Davenport to amend various sections of Title 17 entitled "Zoning" of the Municipal Code of Davenport, Iowa regarding residential building design standards. [All Wards]

3. Resolution approving an Economic Development Agreement with Fair Oaks Foods. [Ward 8]

4. Resolution approving a development agreement with 227 LeClaire, LLC for the Riverwatch Place project, and authorizing the City Administrator or designee to

execute necessary documents. [Ward 3]

5. Resolution authorizing the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner. [Ward 3]

6. Resolution setting a Public Hearing on the proposed extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID). [Ward 5]

7. Resolution approving a subaward agreement with Live Lead Free Quad Cities for the remediation of lead paint in housing using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

8. Resolution approving a subaward agreement with One Eighty for housing acquisition and rehabilitation activities using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

9. Resolution approving a subaward agreement with Ecumenical Housing Development Group (EHDG) for housing acquisition and rehabilitation activities and to demolish an abandoned house using remaining American Rescue Plan Act (ARPA) funding. [Ward 3]

10. Resolution approving a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding. [Ward 3]

11. Resolution approving a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

12. Resolution approving a subaward agreement amendment with the Davenport Community School District for temporary housing assistance to address students experiencing homelessness using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

X. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XI. PUBLIC SAFETY

1. Resolution approving a street closure request on the listed dates and times for an outdoor event.

   Village of East Davenport Business Association; Christmas in the Village; Village of East Davenport; 5:00 p.m. - 10:00 p.m. Friday, December 6, 2024 and Saturday, December 7, 2024; **Closures:** Mound Street from East 11th Street to East 12th Street. [Ward 5]

2. Motion approving a noise variance request on the listed date and time for an outdoor

event.

Village of East Davenport Business Association; Christmas in the Village; Lindsay Park | 2205 East 11th Street; around 9:00 p.m. for approximately 15-20 minutes Saturday, December 7, 2024; Fireworks, over 50 dBA. [Ward 5]

3. Motion approving beer and liquor license applications.

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

Ward 3

German American Heritage Center and Museum (German American Heritage Center) - 712 West 2nd Street (Parking Lot) - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

The Vintage Wine Bar (The Vintage Wine Bar, LLC) – 421 West River Drive (Parking Lot) – Temporary Outdoor Event 12/04-12/08 – License Type: Special Class C Beer/Wine (On-Premises)

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

Ward 2

Aldi, Inc #81 (Aldi, Inc) - 3643 West Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #4010 (DolGenCorp, LLC) - 3936 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Wal-Mart Supercenter #5115 (Wal-Mart Stores, Inc) - 3101 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Abarrotes Carillo, LLC (Abarrotes Carillo, LLC) - 903 West 3rd Street - License Type: Class C Liquor (On-Premises)

Front Street Brewery (Front St Brewery, Inc) - 208 East River Drive - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) - 200 East 3rd Street - License Type: Class C Liquor (On-Premises)

Me & Billy (Me and Billy's) - 200 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 South Gaines Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Wooden Nickel (JNSS, Inc) - 2042 West 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Circle Tap, The (Circle Tap, Inc) - 1345 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hilltop Grocery & Spirits (Hilltop Grocery, LLC) - 1312 Harrison Street - License Type: Class E Liquor (Carry-Out)

Ward 5

Bley's Tap (JBCW, LLC) - 215 East 29th Street - License Type: Class C Liquor (On-Premises)

Jesse's Mart (Guru Nanak Petro Mart, Inc) - 412 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Save More (Guru Nanak Food Mart, Inc) - 405 East Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 6

The Clubhouse (Clubhouse Beverage, LLC) - 4800 Elmore Avenue Unit 100 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Dollar General Store #254 (DolGenCorp, LLC) - 2170 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #9381 (DolGenCorp, LLC) - 109 East 50th Street - License Type: Class B Beer/Wine (Carry-Out)

Fairfield Inn And Suites (HOA Hotels, LLC) - 4401 Elmore Avenue - License Type: Special Class C Beer/Wine (On-Premises)

The Grape Life (The Grape Life Wine Store & Lounge, LLC) - 3402 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Jersey Grille (Jersey Grille, Inc) - 5255 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Lindsay Park Yacht Club (Lindsay Park Yacht Club, Inc) - 2101 East River Drive - Outdoor Area - License Type: Class F Liquor (On-Premises)

Steel Plow Burger (Steel Plow Burger II, LLC) - 1430 East 52nd Street Unit 3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Columbus Club of Davenport Iowa (Columbus Club of Davenport) - 1111 West 35th Street - License Type: Class C Liquor (On-Premises)

Ganzo's (Ganzo's, LTD) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Public House Davenport (Public House Davenport) - 5260 Northwest Boulevard - License Type: Class C Liquor (On-Premises)

Tobacco 4 Less (Chapai and Sons, LLC) - 3545 Eastern Avenue - License Type: Class E Liquor (Carry-Out)

Ward 8

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc) - 2303 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Speedway 4221 (Speedway, LLC) - 8320 Hillandale Road - License Type: Class B Beer/Wine (Carry-Out)

XII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

XIII. PUBLIC WORKS

1. Resolution accepting work completed under the Davenport Municipal Airport South Ramp Reconstruction project by Langman Construction, Inc of Rock Island, Illinois in the amount of $1,212,807, CIP #20015. [Ward 8]

2. Resolution approving Change Order #1 in the amount of $104,100 to Play Pro Recreation of Clive, Iowa for the Emeis Park Phase II | Adaptive and Inclusive Playground project, CIP #ARP10. [Ward 1]

3. Resolution approving the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain LLC of Long Grove, Iowa in an amount not to exceed $300,000, CIP #30057 & #35061. [All Wards]

4. Resolution awarding a contract for the base bid of the Main Street Landing project to Valley Construction Company of Rock Island, Illinois in the amount of $14,899,000 and adding $1,562,481 contingency funds for a total of $16,461,481, CIP #ARP14.

[Ward 3]

5. Resolution awarding a contract for the Skybridge Lighting Enhancement project to Crawford Company of Rock Island, Illinois in an amount not to exceed $408,261, CIP #ARP12. [Ward 3]

6. Resolution awarding a contract for engineering services for the Goose Creek Park Streambank Stabilization and Environmental Restoration project to Eocene, Inc of Johnston, Iowa in the amount of $266,986, CIP #33061. [Ward 8]

7. Resolution awarding a contract for the Davenport Public Works Building Partial Masonry Wall Repair project to E&H Restoration LLC of Davenport, Iowa in the amount of $160,493. [Ward 7]

8. Resolution approving a construction agreement with Iowa American Water - QC District for the Main Street Landing | Water Main Extension project in the amount of $205,892.16, CIP #ARP12. [Ward #3]

XIV. Motion recommending discussion or consent for Public Works items

<u>FINANCE</u>

Jazmin Newton, Chair; Mhisho Lynch, Vice Chair

XV. FINANCE

1. Resolution approving the purchase of a rescue boat for the Fire Department from NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon in the amount of $779,838.75. [All Wards]

2. Resolution approving a payment in the amount of $121,961.72 to Carahsoft Technology Corp of Reston, Virginia for the annual renewal of Managed Detection and Response (MDR) and Identity Threat Protection (ITP) software for the period November 30, 2024 to November 29, 2025. [All Wards]

3. Resolution awarding a contract for golf cart leasing to Harris Golf Cars of Dubuque, Iowa in the annual amount of $104,700. [Wards 1, 6, & 8]

XVI. Motion recommending discussion or consent for Finance items

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

1. CES Computers Inc | 10ZiG-7048gv replacement HP kiosks | Amount: $10,600
2. River Action Inc | Catalyst for Change 2024 contribution | Amount: $13,650
3. BDP Industries | dewatering belt filter press parts | Amount: $14,052
4. Paragon Commercial Interiors Inc | components for Special Collections desk | Amount: $15,001.29
5. CDW Government Inc | Cisco Duo annual renewal | Amount: $15,795
6. Tom Rudd | dog park flex area at Centennial Park | Amount: $17,950

7. Manatts Inc | 72-hour mix for Monticello Drive | Amount: $19,496.40
8. Paramount Millwright Services Inc | screen repairs at Water Pollution Control Plant | Amount: $20,057.56
9. Century Homes Co Inc | 2025 golf turf chemicals | Amount: $25,148.50
10. Rock Island Arsenal Defense Alliance | FY 2025 funding for RIADA | Amount: $26,100
11. Martin Equip of IA-IL Inc | drum mulcher for Natural Resources | Amount: $38,066.18
12. Xylem Dewatering Solution, Inc | UV disinfection lamps | Amount: $45,708

XVIII. Other Ordinances, Resolutions and Motions

XIX. Public with Business

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

Please state your name and ward for the record. There is a three (3) minute time limit. Please end your comments promptly.

XX. Reports of City Officials

XXI. Adjourn

City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/20/2024**

Subject:
Public Hearing on the proposed conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
City Council approved the vacation of right-of-way located west of Marquette Street between West 7th Street and the mid-block alley at its October 23, 2024 meeting. The land was dedicated for an alley but was never constructed by the City. There is a driveway approach along West 7th Street that serves as a parking space for the single-family home at 1214 West 7th Street. The remainder of the right-of-way is grass, which is being maintained by the petitioner. The applicant owns three properties abutting the subject right-of-way. The purpose of the request is to provide off-street parking, prevent traffic from driving over the lawn, and to minimize nuisance activity.

The property has the following legal description:

> A public alley that is ten (10') feet wide by approximately one hundred fifty (150') feet long located in Davenport, Scott County Iowa, and described as follows: commencing at the northwest comer of a Lot in Mitchells Third Addition to City of Davenport Iowa that is described in a Real Estate Contract dated May 21, 1986, filed with the Scott County Iowa Recorder on May 27, 1986 at document no # 8703-86 (which Lot is described as "The North 40 feet of the East 118 feet of Lots 5 and Lot 6 in Block 16 of Mitchell's Third Addition to the City of Davenport, Scott County Iowa") and continuing in a southerly direction along a line that is one hundred eighteen (118') feet west of and parallel to Marquette St ., Davenport Iowa a distance of approximately one hundred fifty (150') feet south to a point on the north side of a public street, now known as West 7th St, in Davenport Iowa, which point is adjacent to the southwest comer of a Lot described in a Deed dated November 10, 1987 and filed of record with the Scott County Recorder on December 29, 1987 as document no #24198-97, and thence West a distance of ten (10') feet along the north side of West 7th St, and thence in a northerly direction approximately one hundred fifty (150') feet to a point in the south side of public alley, and thence East a distance of ten (10') feet to the point of beginning.

The proposal is to convey the above referenced real estate to Jacks Home Improvement Co.

In accordance with State Code, notice of this Public Hearing was published in The Quad-City Times.

Attachments:
1. Resolution
2. Map

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner.

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

> A public alley that is ten (10’) feet wide by approximately one hundred fifty (150’) feet long located in Davenport, Scott County Iowa, and described as follows: commencing at the northwest comer of a Lot in Mitchells Third Addition to City of Davenport Iowa that is described in a Real Estate Contract dated May 21, 1986, filed with the Scott County Iowa Recorder on May 27, 1986 at document no # 8703-86 (which Lot is described as "The North 40 feet of the East 118 feet of Lots 5 and Lot 6 in Block 16 of Mitchell’s Third Addition to the City of Davenport, Scott County Iowa") and continuing in a southerly direction along a line that is one hundred eighteen (118’) feet west of and parallel to Marquette St., Davenport Iowa a distance of approximately one hundred fifty (150’) feet south to a point on the north side of a public street, now known as West 7th St, in Davenport Iowa, which point is adjacent to the southwest comer of a Lot described in a Deed dated November 10, 1987 and filed of record with the Scott County Recorder on December 29, 1987 as document no #24198-97, and thence West a distance of ten (10’) feet along the north side of West 7th St, and thence in a northerly direction approximately one hundred fifty (150’) feet to a point in the south side of public alley, and thence East a distance of ten (10’) feet to the point of beginning; and

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

WHEREAS, Jacks Home Improvement Company desires to obtain the aforementioned real estate; and

WHEREAS, per State requirements, notification of the Public Hearing was published, and the Public Hearing was held on November 20, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
______________________	______________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

THE CITY OF DAVENPORT IOWA I USA

Vicinity Map | Vacated **Right-Of-Way**

Proposed conveyance of vacated right-of-way located west of Marquette Street, between West 7th Street and the mid-block alley, to Jacks Home Improvement Co., Petitioner.

City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/20/2024**

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

Recommendation:
Adopt the Ordinance.

Background:
Fair Oaks Farms, LLC, DBA Fair Oaks Foods is a family-owned meat processing business that was founded in 1985. Fair Oaks Foods, headquartered in Pleasant Prairie, Wisconsin, produces a variety of protein products for national grocery stores and restaurants. Fair Oaks Foods is currently constructing a 134,000 square foot facility at 2951 Enterprise Way. This project will create 247 new full-time positions paying an average wage of $23.95 per hour with a benefit package. The estimated cost of the total incentive package over a fifteen-year period is $6,403,000. This incentive package includes the following:

- Forgivable loan of $1,100,000 once an on-site pre-treatment facility is completed.
- Estimated $51,000 in cost share for road improvements which the City will seek funding for through the Iowa DOT RISE Grant.
- Rebate estimated to total $5,252,000 over 15 years.

This ordinance establishes the location at 2951 Enterprise Way as a part of the North Urban Renewal Area and allows the City's financial support of the project.

Attachments:
1. Ordinance
2. Fair Oaks Foods Project Location

ORDINANCE NO. _______________

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2024 ADDITION TO THE NORTH URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA.

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2024 Addition to the North Urban Renewal Area of the City of Davenport, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Davenport to finance projects in the such area.

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

"City" shall mean the City of Davenport, Iowa.

"County" shall mean Scott County, Iowa.

"Urban Renewal Area Amendment" shall mean the 2024 Amendment of the North Urban Renewal Area of the City of Davenport, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the ____ day of ______, 2024.

Parcel W3307-02E more commonly known as 2951 Enterprise Way
The South 102 feet of Lot 2, Interstate 80 Airport Industrial Park 6th Addition, to the City of Davenport Scott County, State of Iowa and Lot 2 of the Interstate 80 Airport Industrial Park 6th Addition, City of Davenport, Scott County, Iowa. Except that park conveyed by warranty deed recorded as document #2016-29906 in the Office of the Recorder of Scott County, Iowa. Also except that part conveyed by warranty deed recorded as document #2018-14526 in the Office of the Recorder of Scott County, Iowa, described as follows: the south 102.02 feet of Lot 2, Interstate 80 Airport Industrial Park 6th Addition, City of Davenport, County of Scott, State of Iowa. Also except that park described in plat of survey recorded as document #2020-01308 in the Office of the Recorder of Scott County, Iowa, described as follows: an irregular width strip of land, being a park of said Lot 2, amended to become part of that parcel currently known as Scott County Tax Parcel W3303A01 (said parcel being Lot 1 of Interstate 80 Airport Industrial Park 10th Addition); more particularly described as follows:

Beginning at the northeast corner of said Lot 1: thence along the north line of said lot for the next two courses: south 88 degrees 22 minutes 22 seconds west, a distance of 305.18 feet; south 61 degrees 47 minutes 44 seconds west, a distance of 114.22 feet to the easternly right of way line of Hillandale Road; thence northerly along said right of way line north 02 degrees 33 minutes 35 seconds west, a distance of 11.09 feet to the northerly line of said lot 2 and the southerly line of Enterprise Way; thence along the northerly line of said lot 2 for the next four courses: north 61 degrees 47 minutes 4 seconds east, a distance of 111.80 feet; north 88 degrees 33 minutes 22 seconds east, a distance of 283.62 feet to the westerly line of a conveyance to the City of Davenport for the use as public right of way (per warranty deed filed ad doc. No. 2016-299060; South 03 degrees 24 minutes 27 seconds east, distance of 6.02 feet; north 88 degrees 28 minutes 02 seconds east, a distance of 23.74 feet to the northerly extension of the east line of said lot 1; thence southerly along said northerly extension, south 01 degree 20 minutes 20 second east, a distance of 4.02 feet to the point of beginning. Approximately 31.58 acres.

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

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

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

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

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

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

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

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

First Consideration ________________________________

Second Consideration ___________________________

Approved _________________________________

Published in *The Quad-City Times* on ____________________________

Attest:

____
Mike Matson
Mayor

____
Brian Krup
Deputy City Clerk

Fair Oaks Foods Project Location

THE CITY OF DAVENPORT IOWA | USA

City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/20/2024**

Subject:
Second Consideration: Ordinance for Case ORD24-04 being the request of the City of Davenport to amend various sections of Title 17 entitled "Zoning" of the Municipal Code of Davenport, Iowa regarding residential building design standards. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
The City of Davenport's Zoning Code contains minimum standards for new construction of residential buildings based on the type of building. The standards include a mix of structural requirements, design elements, and finished material types. Currently, single-family and townhouse buildings are reviewed on a point-based system. Once a building has more than 20 points, the building meets design standards. Points are earned for items such as:

- Covered porch with columns
- Accent materials such as brick, masonry, or stone veneer
- Steeper roof pitches
- Windows more than the minimum requirement
- Decorative siding, shutters, brackets, etc.

The design standards also deduct points when front-facing garages are more than half the width of the building. This is to ensure additional design is incorporated into buildings where the garage is a larger feature of the building. The Design Standard Scoring Form is attached for reference.

Overview of State Law
The State of Iowa has passed legislation (HF 2388), which states that a city shall not enforce regulations that prohibit or limit specific styles of exterior cladding or finished materials unless the building is historic, within a historic district, or governed by an overlay or special purpose district. Design standards would still apply to residential buildings with more than 12 units.

Impacts to Current Practice
Effective July 1, 2024, the City will no longer be able to utilize the current point-based system during the review of new residential building construction unless the building is in a historic district or a special purpose district. The City will still require the following:

- The front entry must be an integral part of the structure using features such as porches, raised steps, and stoops with overhangs.
- A minimum of 5% transparency to the front of the building.
- Buildings with a front-facing attached three-car garage shall have one of the garage

stalls offset one foot from the other garage stalls.

The new state law will not impact the Design Review Board's authority to regulate building materials within the C-D Downtown District, C-V Village of East Davenport District, and C-E Elmore-Corners District. Likewise, the Historic Preservation Commission will continue to regulate building materials on local landmarks and structures within local historic districts.

Staff Review

To comply with state legislation, staff recommend restructuring the standards related to the construction of residential buildings by eliminating items that are considered finished materials. As a result, the design standards scoring system will be removed from the ordinance.

Staff are recommending updates to the Zoning Code that clearly outline what is considered a Special Purpose District. Staff recommend the following zoning districts be considered Special Purpose Districts:

- R-3C Single-Family and Two-Family Central Residential District
- R-4C Single-Family and Two-Family Central Residential District
- C-C City Centre District
- C-D Downtown District
- C-E Elmore Corners District
- C-V Village of East Davenport District
- S-IC Institutional Campus District
- Current or future Planned Unit Developments

During the review of residential design standards, staff identified related code changes impacting residential development. The principal use standards for multifamily dwellings require a minimum transparency of 25% for facades facing a public right-of-way. Staff believe this percentage should be adjusted to better align with construction standards and building codes. In addition, staff are proposing an amendment addressing permitted locations for accessory structures on double frontage (through) lots.

Plan and Zoning Commission

At its October 15, 2024 meeting, the Plan and ZOning Commission unanimously recommended Case ORD24-04 be forwarded to the City Council with a recommendation for approval.

A draft of the zoning text amendments is attached to this report.

Attachments:

1. Ordinance
2. Zoning Text Amendments
3. House File 2388
4. Design Standards Scoring Form
5. Map of Proposed Special Purpose Districts

ORDINANCE NO. ________________

AN ORDINANCE FOR CASE ORD24-04 BEING THE REQUEST OF THE CITY OF DAVENPORT TO AMEND VARIOUS SECTIONS OF TITLE 17 ENTITLED "ZONING" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA REGARDING RESIDENTIAL BUILDING DESIGN STANDARDS.

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

Section 1. That Section 17.02.030 entitled "Definition of General Terms" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to incorporate the following term (to be added in alphabetical order between "Sign, Window" and "Stacking Space".):

Special Purpose Zoning District. A Special Purpose Zoning District is intended to accommodate new development and redevelopment consistent with City goals for scale, massing, type, and density. The following are considered Special Purpose Zoning Districts: R-3C Single-Family and Two-Family Central Residential District, R-4C Single-Family and Two-Family Central Residential District, C-C City Centre District, C-D Downtown District, C-E Elmore Corners District, C-V Village of East Davenport District, IC Institutional Campus District, and the zoning application known as Planned Unit Development (PUD).

Section 2. That Section 17.04.050 entitled "R-3C and R-4C District Design Standards" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

In addition to the use standards for dwelling types located in Chapter 17.08, the following design standards apply to the R-3C and R-4C Districts. The standards below are applicable to construction of a new dwelling, construction of a new garage and/or carport, and/or an addition to an existing dwelling that exceeds 25% of the building footprint of the structure as it was on the effective date of this Ordinance. The R-3C and R-4C Districts are Special Purpose Districts as defined in Section 17.02.030.

Section 3. That Chapter 17.07 entitled "SPECIAL PURPOSE DISTRICTS" of the Municipal Code of Davenport, Iowa be and the same is hereby amended such that all mentions of the suffix designations 'S' be removed from the base district designations such as 'AG', 'OS', and 'IC' in this section and likewise throughout the entire Municipal Code where such 'S-' designations are present and that the chapter be renamed to "GENERAL" DISTRICTS" as opposed to "SPECIAL PURPOSE DISTRICTS".

Section 4. That Subsection 17.08.030(N) entitled "Dwelling – Manufactured Home" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

N. Dwelling – Manufactured Home

Manufactured homes must meet the following design standards when not located within a manufactured home park:

1. The front entry must be a dominant feature on the front elevation of a manufactured home, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings.
2. Windows, entrances, bay windows, or other architectural features are required on any street-facing walls.

Section 5. That Subsection 17.08.030(O) entitled "Dwelling – Multi-Family" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

O. Dwelling – Multi-Family

In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

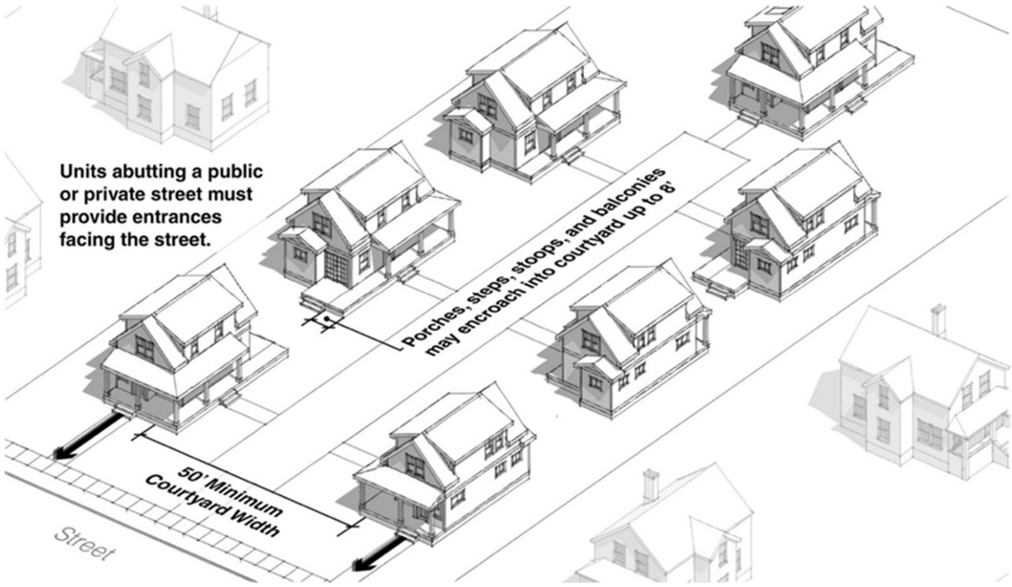
1. There must be a unifying architectural theme for the entire multi-family development, utilizing a common vocabulary of architectural forms or elements.
2. Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a façade.
3. A 12% minimum transparency requirement applies to any façade facing a street and is calculated on the basis of the entire area of the façade below the roofline.
4. For residential structures with more than twelve (12) dwelling units, the following building materials are prohibited on any façade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material.
    a. The following building materials are prohibited on any part of any façade:
        i. Plain concrete block
        ii. Plastic
        iii. Exterior insulating finish systems (EIFS)
    b. The following building materials are prohibited as a primary surface finish material on any façade but may be used as decorative or detail elements for up to 15% of the façade:
        i. Corrugated metal
        ii. Exposed aggregate (rough finish) concrete wall panels
        iii. T-111 composite plywood siding
5. Setbacks for accessory structures like garages, carports and sheds shall meet required accessory structure setbacks; ancillary buildings such as offices or community rooms shall meet principal use setbacks.

<u>Section 6.</u> That Subsection 17.08.030(P) entitled "Dwelling – Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

P. Dwelling – Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse. In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

1. A front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front façade.
2. A 5% minimum transparency requirement applies to the front façade and is calculated on the basis of the area of the façade below the roofline.
3. A dwelling with a front facing attached three-car garage shall have one of the garages offset one foot from the other garages.
4. There must be a minimum separation of 10 feet between sidewalls of townhouse buildings. Where the front or rear wall of a townhouse faces the front or rear wall of another townhouse, the minimum required separation between such buildings must be 30 feet. Driveways and parking areas may be located within this minimum
separation area.
5. When a single-family and/or two-family development is designed as a house court, the following standards apply. A house court is a group of single-family and/or two-family dwellings arranged around a common courtyard or open space. Front facades of dwellings and primary pedestrian entrances are oriented to and accessed from the common area.
    a. The minimum total site area required for a house court is 15,000 square feet or the cumulative area required for each dwelling type in the house court, whichever is greater.
    b. The zoning district standards apply to each individual site within the house court.
    c. For any unit of a house court abutting a public or private street, the entrance of the units must face the street.
    d. Courtyards must meet the following standards:
        i. The minimum courtyard area is 3,000 square feet or 500 square feet per dwelling unit, whichever is greater.
        ii. A courtyard must have a minimum width of 50 feet.
        iii. All courtyard space must be contiguous and centrally located.
        iv. Porches, steps and stoops, and balconies may encroach up to eight feet into a courtyard.
    e. Where a dwelling fronts on the courtyard, it is considered to meet the requirement for frontage on a public or private street.

SINGLE-FAMILY DWELLING: HOUSE COURT



Section 7. That Subsection 17.09.030(A)(2) "General Regulations for Accessory Structures" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

2. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Greenhouses are not subject to this prohibition, Shipping containers are prohibited as an accessory structure.

Section 8. That Subsection 17.09.030(K) entitled "Detached Garages, Accessory Structures, and Carports" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

K. Detached Garages, Accessory Structures, and Carports for Single-Family, Single-Family Semi-Detached and Two-Family Dwellings

1. Only one detached garage, one shed, and one carport are permitted per lot. Where a lot contains a detached garage and a carport, such carport must be attached to and constructed as an extension of the detached garage.
2. Detached garages, accessory storage buildings, sheds, and carports are permitted in the rear and interior side yards.
3. Detached garages, accessory storage buildings, and carports are permitted in the corner side yard, subject to the following:

    a. Where there is no alley access, and the garage or carport is located in the corner side yard and takes access from the abutting street, the garage or carport must be set back at least 20 feet from the corner side lot line.
    b. Where there is no alley access, and the garage or carport is located in the corner side yard but does not take access from the abutting street, the garage or carport must be set back at least four feet from the corner side lot line.

    c. Any detached garage located in a corner side yard must be set back a minimum of five feet from the front building facade line.
4. Where served by an alley or rear service drive, garages, parking pads for access, and carports must take access from the alley or rear service drive. If a lot abuts an improved public alley that provides adequate access to a street, the garage or carport is not permitted within the required corner side yard setback.
5. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Accessory structures are permitted in the designated rear yard and are subject to the principal use setbacks.
6. Detached garages and accessory buildings are subject to the following standards:
    a. Structures shall have the eaves of roof extend a minimum of one foot past the outside walls.
    b. Structures shall have a minimum 4/12 roof pitch.
    c. Structures shall not contain cooking facilities or plumbing. This does not apply if an accessory dwelling unit use has been approved, in which case those standards control.
    d. The design standards related to eaves, and roof pitch and metal finish do not apply to detached garages in the S-AG District or on lots 5 acres or greater in the R-1 District which have the detached garage and/or accessory storage building located in the rear yard.
7. Accessory structure size and quantity restrictions do not apply to any structure accessory to an active agricultural use regardless of the presence of a single or two-family dwelling on said lot.
8. Sheds must have the appearance of a professionally designed shed and be constructed of materials that professionals commonly use to construct sheds that are sold commercially. Once constructed, a shed must be kept weather-tight and in good repair and not appear in disrepair or be dilapidated.
9. Carports are subject to the following:
    a. Carports must be located over a driveway.
    b. The total length of a carport is limited to 22 feet. The height of a carport is limited to 15 feet.
    c. A carport must be entirely open on at least two sides, with the exception of necessary support structures.
    d. Only carports located in the rear yard may be used as recreational vehicles storage.

Table 17.09-1: Bulk Requirements for Accessory Structures (Single-Family or Two-Family lots)

	Detached Garage	Accessory Storage Building	Carport	Shed
Area (maximum)	50% of living area or 720 sq. ft., whichever is greater	50% of living area or 720 sq. ft., whichever is greater	576 sq. ft.	120 sq. ft.

Table 17.09-1: Bulk Requirements for Accessory Structures (Single-Family or Two-Family lots)				
	Detached Garage	**Accessory Storage Building**	**Carport**	**Shed**
Total Area All Accessory Structures	The combined total area of all accessory structures on a lot shall not exceed the principal structure's living area.			
Structures Allowed (quantity)	1	No maximum, see total area restriction above	1	1
Door Width (maximum)	No Maximum	6 ft.	No Maximum	6 ft.
Height (maximum)	20 ft.	20 ft.	15 ft.	20 ft.
Design Standards Applied* (Yes/No)	Yes	Yes	No	No
Specific Design Standards:				
a.	*Structure shall have the eaves of roof extend a minimum of one foot past the outside walls.*			
b.	*Structure shall have a minimum 4/12 roof pitch.*			
c.	*Structures shall not contain cooking facilities or plumbing. This does not apply if an accessory dwelling unit use has been approved, in which case those standards control.*			
d.	*Structures shall maintain the character of the surrounding neighborhood.*			
*Exemption:	*Properties zoned R-1 and 5 acres or more are exempt from design standards if the building is located in the rear yard OR if the property is zoned S-AG District.			

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

Case ORD24-04:
Request of the City of Davenport to amend various sections of the Zoning Ordinance regarding residential building design standards. [All Wards]

Legend:

~~Red Text with Strikethrough~~	Deleted Text
Blue Text with Underline	Proposed Text

*Only Applicable Sections of the Zoning Ordinance are Included.

CHAPTER 17.02. GENERAL DEFINITIONS AND MEASUREMENT METHODOLOGIES

Section 17.02.030 Definition of General Terms

The following are definitions of general terms used throughout this Ordinance with the exception of use definitions, which are defined in Chapter 17.08.

Special Purpose Zoning District. A Special Purpose Zoning District is intended to accommodate new development and redevelopment consistent with City goals for scale, massing, type, and density. The following are considered Special Purpose Zoning Districts: R-3C Single-Family and Two-Family Central Residential District, R-4C Single-Family and Two-Family Central Residential District, C-C City Centre District, C-D Downtown District, C-E Elmore Corners District, C-V Village of East Davenport District, IC Institutional Campus District, and the zoning application known as Planned Unit Development (PUD).

CHAPTER 17.04. RESIDENTIAL DISTRICTS

Section 17.04.050 R-3C and R-4C District Design Standards

In addition to the use standards for dwelling types located in Chapter 17.08, the following design standards apply to the R-3C and R-4C Districts. The standards below are applicable to construction of a new dwelling, construction of a new garage and/or carport, and/or an addition to an existing dwelling that exceeds 25% of the building footprint of the structure as it was on the effective date of this Ordinance. The R-3C and R-4C Districts are Special Purpose Districts as defined in Section 17.02.030.

A. Building Massing and Orientation

1. The scale of new construction must maintain compatibility with adjacent homes and the overall character of the surrounding area.

2. Architectural elements within the design must be in proportion to the overall structure.

3. The scale of additions to existing homes must maintain compatibility with the size of the existing structure and its architectural elements, as well as with the size of adjacent homes and the overall character of the surrounding area.

4. Foundation height must maintain compatibility with adjacent homes, provided adequate drainage can be achieved.

5. Dwellings must be oriented toward the residential street, and must connect to the sidewalk via walkways perpendicular to the street.

6. Where served by an alley or rear service drive, dwellings must orient garages or parking pads for access from the alley or rear service drive.

B. Façade Design

1. All façades that face a street must have articulation in the form of windows, doors, or other significant architectural features that are projected or recessed to create shadow and visual interest.

2. The number and size of façade articulations must be scaled to the size of the façade to balance a home's compatibility within the neighborhood with its own unique character.

3. Additions to existing homes must continue the architectural vocabulary established by the original home, and must be informed by the overall character of the surrounding area.

4. Front porches are encouraged, to add interest and scale to the front of a home. Where provided, porches must maintain compatibility with adjacent homes.

5. The front entry to a home must be a prominent feature, and must be located on the front façade.

C. Fenestration

1. The design of a home's fenestration must reflect a consistent rhythm, repeating elements or groups of elements in a consistent manner across a home's story and between stories. Individual elements may vary in size, but must relate to each other proportionally.

2. Elements of fenestration must relate to each other visually by sharing design features such as vertical or horizontal alignment, depth, or ornamentation such as muntins, mullions, sills, trim, lintels, etc.

3. Façades facing onto immediately adjacent properties must design their fenestration to respect the privacy of neighbors. This may be addressed through the height, size, or proportion of windows, the exclusion of balconies, and the use of opaque or translucent materials.

D. Roof Form

1. Roof forms must be varied through a combination of structural articulations such as gables, hips, valleys, ridges, and saddles that complement the roof form of adjacent homes.

2. Roof pitch should be consistent for all sloped roof faces, and should maintain compatibility with adjacent homes and the overall character of the surrounding area.

3. Definition is encouraged, through integration of architectural features such as dormers, eyebrows, chimneys, and deep eaves, which create shadows across the façade of a structure and create visual interest.

E. Building Materials

Building materials for new homes, or additions to existing homes must maintain compatibility with adjacent homes and the overall character of the surrounding area.

1. Primary Building Materials

Primary building materials are the dominant component of a home's exterior walls, composing 75 to 90 percent of each building face.

a. No more than two primary building materials are permitted for new homes, not including foundation.

b. For additions to existing homes, no more than two primary building materials are permitted, provided that the total number of primary building materials for the overall structure, including addition, is not more than two.

c. Color, texture, or finish changes within any category of materials count as separate primary building materials.

d. Permitted primary building materials include:

i. Brick and stone

ii. Wood or simulated wood

iii. Vinyl siding

iv. Aluminum Siding

v. Stucco

e. Building materials not listed above may be considered on a case-by-case basis, and will be evaluated based upon such factors as durability, maintenance, architectural or design intent, and neighborhood context.

2. Accent Materials

Accent materials are secondary components of a home's exterior walls, typically used to provide architectural detail or visual interest to a façade. Accent materials may not compose more than 25% of each building face.

a. For new construction and additions to existing homes, if one primary building material is used (not including a foundation), a minimum of two but no more than three accent materials are permitted for the overall structure, including any addition.

b. For new construction and additions to existing homes, if two primary building materials are used (not including a foundation), a minimum of one but no more than two accent materials are permitted for the overall structure, including any addition.

c. Color, texture, or finish changes within any category of materials count as separate accent materials.

d. Permitted accent materials include:

i. Brick and stone

ii. Wood or simulated wood

iii. Architectural metal cladding

iv. Concrete masonry units

v. Stucco

e. Accent materials not listed above may be considered on a case-by-case basis, and will be evaluated based upon such factors as durability, maintenance, architectural or design intent, and neighborhood context.

3. Roofing Materials

a. Roofing materials should complement the architectural style of a home.

b. A consistent application of one roofing material is required for all roof areas visible from the right of way or any neighboring property.

c. Color, texture, or finish changes within any category of materials listed below count as separate roofing materials.

d. Permitted roofing materials include the following:

i. Dimensional asphalt shingles

ii. Wood shingles and shakes

iii. Slate

iv. Terra Cotta

v. Ceramic tile

vi. Metal tiles or standing seam

e. Roofing materials not listed above will be considered on a case-by-case basis, and will be evaluated based upon such factors as durability, maintenance, architectural or design intent, and neighborhood context.

4. Application of Building Materials

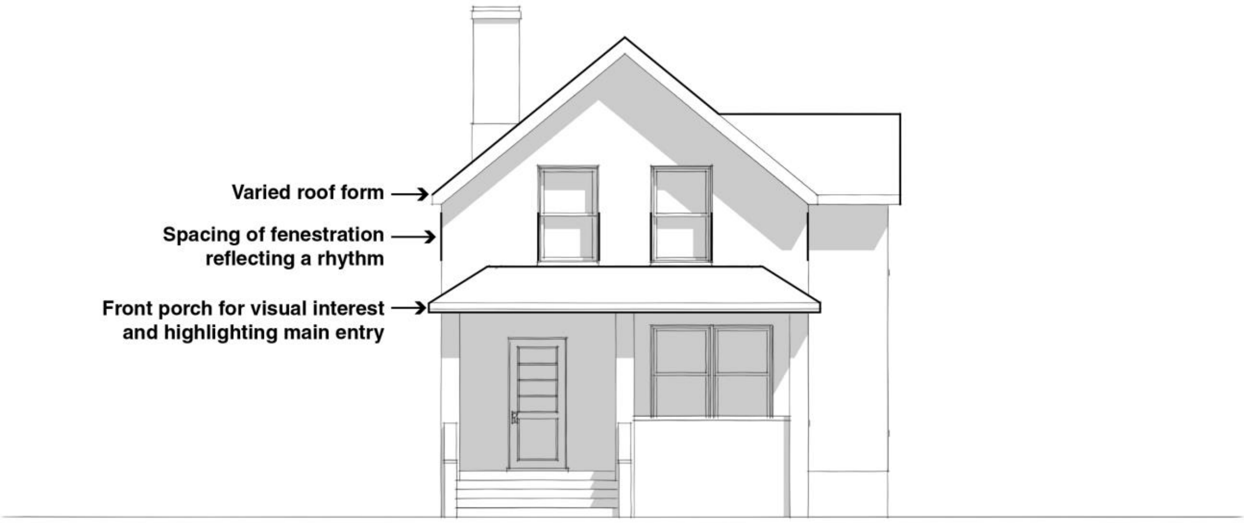
a. Building materials should be consistently applied on all exterior faces of new homes. Elevations of different materials or colors are not permitted, such as brick or stone front facades, with vinyl siding on side and rear elevations.

b. Visual balance should be maintained on each face of a structure. For both new construction and additions to existing homes, if multiple primary building materials are used on the overall structure, those that appear heavier, or that carry more visual weight should be placed toward the bottom of a structure, with materials that appear lighter placed above.

c. Frequent or irrational changes in building materials should be avoided. Change of materials should occur with prominent architectural features or changes in wall plane.

d. Where materials change with a change in wall plane, the material change should occur on the inside corner, not the outside edge.

R-3C AND R-4C DISTRICT DESIGN STANDARDS



CHAPTER 17.07. ~~SPECIAL PURPOSE~~ GENERAL DISTRICTS

Section 17.07.010 ~~S-~~AG Agricultural District

A. Purpose
The ~~S-~~AG Agricultural District is intended to address existing agricultural land uses. The standards of the ~~S-~~AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

B. Uses
Chapter 17.08 lists permitted, special, and temporary uses for the ~~S-~~AG District.

C. Dimensional Standards
Table 17.07-1: ~~S-~~AG District Dimensional Standards establishes the dimensional standards for the ~~S-~~AG District. See Section 17.02.040 for measurement methodologies.

Table 17.07-1: ~~S-~~AG District Dimensional Standards	
Bulk	
Minimum Lot Area	Agricultural Use: 1 acre Other Uses: 38 acres
Maximum Building Height	35' *
Setbacks	
Minimum Front Setback	50'
Minimum Interior Side Setback	20'
Minimum Corner Side Setback	50'
Minimum Rear Setback	50'

***** *Any structure principal or accessory that is part of an active agricultural use are not limited in height. This does not include a residence on the agricultural site.*

D. General Standards of Applicability

1. On-Site Development Standards
See Chapter 17.09 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

2. On-Site Parking and Loading
See Chapter 17.10 for on-site parking and loading standards and requirements.

3. Landscape
See Chapter 17.11 for landscape standards and requirements.

4. Signs
See Chapter 17.12 for standards governing signs.

Section 17.07.020 ~~S-~~OS Open Space District

A. Purpose
The ~~S-~~OS Open Space District is intended to provide and protect larger open space and public recreational facilities, both outdoor and indoor, and cemeteries. Larger regional open spaces/parks may include both active and passive recreation areas and certain ancillary uses, such as cultural facilities, performance venues, and eating establishments. This district is also intended for governmental agency offices/facilities providing a governmental service to the public.

B. Uses
Chapter 17.08 lists permitted, special, and temporary uses for the ~~S-~~OS District.

C. Dimensional Standards

Table 17.07-2: ~~S-S-~~OS District Dimensional Standards establishes the dimensional standards for the ~~S-~~OS District. See Section 17.02.040 for measurement methodologies.

Table Section 17.07-2: ~~S-~~OS District Dimensional Standards	
Bulk	
Minimum Lot Area	None
Maximum Building Height	40'
Setbacks (Apply to Principal Structures Only)	
Minimum Front Setback	15'
Minimum Interior Side Setback	25'
Minimum Corner Side Setback	15'
Minimum Rear Setback	25'

D. General Standards of Applicability

1. On-Site Development Standards

See Chapter 17.09 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

2. On-Site Parking and Loading

See Chapter 17.10 for on-site parking and loading standards and requirements.

3. Landscape

See Chapter 17.11 for landscape standards and requirements.

4. Signs

See Chapter 17.12 for standards governing signs.

Section 17.07.030 ~~S-~~IC Institutional Campus District

A. Purpose

The ~~S-~~IC Institutional Campus District is intended to encourage a comprehensive approach to development by significant institutions within the City. The ~~S-~~IC District is also intended to:

1. Further the policies of the Comprehensive Plan.

2. Permit appropriate institutional growth within boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion.

3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.

4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

B. Uses

Chapter 17.08 lists permitted, special, and temporary uses for the ~~S-~~IC District. In addition, if a land use plan is established, additional uses may be allowed within the ~~S-~~IC District.

C. Dimensional Standards

Table 17.07-3: ~~S-~~IC District Dimensional Standards establishes the dimensional standards for the ~~S-~~IC District. See Section 17.02.040 for measurement methodologies.

Table 17.07-3: ~~S-~~IC District Dimensional Standards	
Bulk	
Minimum Lot Area	None
Minimum Lot Width	None
Maximum Building Height	50' at setback lines; Structures may increase height over 50' by setting back an additional 1' for every 2' of additional height over 50' from all required setbacks
Maximum Impervious Surface	75%
Setbacks	
Minimum Front Setback	25' unless a setback reduction is included as part of an adopted Land Use Plan
Minimum Interior Side Setback	0' unless abutting residential, then 10'
Minimum Corner Side Setback	25'
Minimum Rear Setback	0' unless abutting residential, then 25'

D. Land Use Plan Alternative

1. The ~~S-~~IC District operates with two levels of regulation. The first is a set of base district regulations, as established in items B and C above, that provide for a certain intensity of development by-right. The second allows for an approval of a land use plan, which must be approved by the City Council, that creates regulations that allow for flexibility in the development and expansion of the institution above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.

2. The land use plan alternative is required in the following circumstances:

a. Development exceeds the district dimensional standards established in Table 17.07-4.

b. Additional uses would be allowed outside of those allowed in the ~~S-~~IC District in Chapter 17.08.

c. There is a request by a property owner to rezone a property to the ~~S-~~IC District, including expansions of existing ~~S-~~IC Districts. This does not apply in those applications that have been initiated by the City.

3. Once approved, the land use plan is effective for a period of ten years, although updates and amendments may be pursued during that time period. Development projects consistent with the adopted land use plan will undergo administrative site plan and building permit review.

E. Land Use Plan Approval Process

1. Review and Adoption

a. The Plan and Zoning Commission will hold a public hearing regarding the land use plan and evaluate its compatibility with surrounding area.

b. The Plan and Zoning Commission will cause to be prepared a report evaluating these elements and supporting documents. The report must also contain any specific recommendations regarding the modification of the land use plan, traffic impact study, and narrative, as well as off-site improvements that may be required in support of the proposed development.

c. The applicant must provide a written statement of all agreements reached with property owners within the notification area related to how the subject property will be developed or used.

d. If the Plan and Zoning Commission recommends approval of the rezoning, the ordinance must include as part of the ordinance amendment the recommendations of the Plan and Zoning Commission. The recommendation must be forwarded to the City Council for public hearing and consideration as an amendment to the zoning map. The petitioner must submit all land use plan information required with the rezoning.

e. The City Council may add to, extend, reduce, or delete any of the conditions or restrictions that have been recommended by the Plan and Zoning Commission.

2. Public Notification

a. The City will notify all property owners within 500 feet of the property being rezoned.

b. The notice must contain the hearing location, date and time, map, and description of the request.

c. At least 60 days prior to submission of a formal application, the petitioner must make a good faith effort to notify all City recognized neighborhoods and bona fide neighborhood organizations located within 500 feet of the property being rezoned for the purpose of sharing the details of the petition, answering questions, and receiving feedback. Upon submission of an application, the petitioner must provide a narrative indicating the efforts made in this regard. This does not relieve the petitioner from conducting the required neighborhood meeting pursuant to Section 17.14.060 of the Davenport Municipal Code.

F. Modifications to Approved Plans

1. Proposed changes to either the land use plan must be submitted to the Zoning Administrator.

2. If it is determined that there is a major amendment, the property owner must return to the Plan and Zoning Commission and City Council for approval; such approval will follow the process for the land use plan approval. The Zoning Administrator has the authority to approve minor amendments.

3. The following chart is used to determine if a change to the land use plan is a minor amendment or major amendment:

Change	Minor	Major
Land Use	Increase of less than 10% of the square footage allocated to any land use type on the approved plan, except increases in open space/recreation area	Increase of 10% or more of the square footage allocated to any land use type on the approved plan, except increases in open space/recreation area
Project Scale	Increase in density or intensity of use of less than: - up to 10% usable floor area. - up to 5% of the number of dwelling units.	Increase in density or intensity of use as follows: - 10% or greater usable floor area. - 5% or greater of the number of dwelling units.
Open space/ Recreation area	Less than 10% size reduction or change in location or characteristics	10% or more size reduction or change in location or characteristics
Setbacks	Decrease of less than 10%, or any increase	Decrease of 10% or more
Height	Decrease in height or number of stories	Increase in structure height greater than/equal to 15 feet or an increase of one story

G. Land Use Plan Submittal Requirements

All land use plans must contain the following. The Zoning Administrator may waive, at his/her discretion, any of the required submissions of item 3 and item 4 if the scale of the project, topography of the site, or other reasons make them unnecessary. The Plan and Zoning Commission must be notified of any requirements that have been waived and the reasons why they have been waived.

1. A completed application, with a narrative of intent and description of compatibility with the surrounding area.

2. Boundary survey including the legal description of the site with bearings, distances, closures, and easements.

3. A drawing or set of drawings, which includes, but is not limited to, the following:

a. Proposed name or title of project.

b. A north arrow, vicinity map, plan scale base of one inch equals 50 feet or other scale as approved by the Zoning Administrator and date of plan preparation.

c. Tabulated site data:

i. Number of gross acres

ii. Existing and proposed lot coverage

iii. Existing and proposed total square footage and floor area ratio of buildings

iv. Existing and proposed total number of parking spaces

v. Parking ratio determined by the traffic impact study.

d. The existing land use and zoning surrounding the proposed development and the distance from the subject property line to the nearest structures on all abutting properties within 200 feet of the perimeter of the site.

e. The location of existing and proposed services including: water, sanitary and storm sewer, electric, gas, streets, the capacity of those services and the service requirements of the development.

f. The site constraints including:

i. Slopes in excess of 10%.

ii. Drainage ways that carry water from abutting properties, drainage ways that drain areas on the site in excess of one acre and any area designated as a floodplain or floodway.

iii. Soils that are unsuitable or require special treatment to support urban development as determined by the Soil Conservation Service Soil Survey. If unsuitable conditions are indicated field testing may be required.

g. Existing and proposed grade changes on a two-foot interval topographic map on a scale base of one inch equals 50 feet or other scale as approved by the Zoning Administrator.

h. Existing and proposed building pad locations with proposed building area, number of stories, overall height, a list of the proposed uses in the structure and its gross floor area.

i. The location of existing and proposed parking areas including the extent of paving, the proposed circulation, and the number of parking spaces.

j. The location of existing and proposed loading docks, receiving areas, trash pick-up areas, and other areas requiring screening.

k. The location of existing and proposed landscaping and buffering to be developed in the project. The massing and density of plant and other screening materials must be indicated.

l. The location and configuration of all existing and proposed access points with public streets and a pedestrian/bicycle circulation plan.

m. A stormwater management plan.

n. The location of all existing and proposed freestanding signs, including circulation signs.

4. Traffic Impact Study: A traffic impact study must be provided, which analyzes the aggregate trip generation to and from the site and the ability of the existing street system to accommodate the anticipated generation. Specific improvements and mitigation measures may be required if the development causes the projected level of service to be less than level "C," as defined by the most recent version of the Highway Capacity Manual by the Transportation Research Board of The National Safety Research Council. The traffic impact study shall also indicate the minimum of off-street parking spaces necessary to accommodate the development and the method used to calculate the parking spaces. The traffic impact study may reflect phasing of the development.

5. A narrative of intent and compatibility with surrounding area. A narrative must be provided that describes the relationship between the institution and the surrounding area. The narrative at a minimum must include the following:

a. Description of overall architectural and/or urban design theme.

b. Total number of existing and proposed users and employees of the facility.

c. Description of existing and proposed conditions of development along the outer boundaries of the district and its relationship with the surrounding area. Standards must be established to permit a compatible transition from the institutional use to the surrounding area. Standards include, but are not limited to building height and form, exterior lighting, landscaping, etc.

d. Description of existing and proposed methods of communication between the institution and the community, including a method for resolution of community concerns.

e. Description of any existing and proposed impacts of development and the surrounding area and how these impacts should be mitigated. This description shall include property outside the boundaries of the district and their interaction with the surrounding area. Impacts include, but are not limited to lighting, noise, parking, etc.

f. Description of existing and proposed relationship of institutional transportation system (auto, bus, bicycle pedestrian) to the external street network. A description of specific programs to reduce traffic impacts, and to encourage the use of public transit, carpooling, bicycling and walking.

H. Previously Approved Land Use Plans

All land use plans approved prior to the effective date of this Ordinance remain in effect and are controlled by approved plan. Any modifications to that development plan are subject to item F above.

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.

N. Dwelling – Manufactured Home

Manufactured homes must meet the following design standards when not located within a manufactured home park:

1. The front entry must be a dominant feature on the front elevation of a manufactured home, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings.

2. Windows, entrances, bay windows, or other architectural features are required on any street-facing walls.

~~**3.** Each manufactured home must utilize roofing materials such as asphalt shingles or similar material, similar in material and appearance to single-family dwellings.~~

O. Dwelling - Multi-Family

In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

1. ~~Façades must be designed with consistent materials and treatments that wrap around all façades.~~ There must be a unifying architectural theme for the entire multi-family development, utilizing a common vocabulary of architectural forms~~,~~ or elements~~, materials, or colors in the entire structure~~.

2. Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a façade.

3. A ~~25%~~ 12% minimum transparency requirement applies to any façade facing a street and is calculated on the basis of the entire area of the façade below the roofline.

4. For residential structures with more than twelve (12) dwelling units, ~~T~~the following building materials are prohibited on any façade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material.

  a. The following building materials are prohibited on any part of any façade:

    i. Plain concrete block

    ii. Plastic

    iii. Exterior insulating finish systems (EIFS)

  b. The following building materials are prohibited as a primary surface finish material on any façade but may be used as decorative or detail elements for up to 15% of the façade:

    i. Corrugated metal

    ii. Exposed aggregate (rough finish) concrete wall panels

    iii. T-111 composite plywood siding

~~**5.** Ancillary buildings and accessory structures to multiple-family dwellings shall meet the following design standards.~~

  ~~a. Structures shall maintain the character of the multi-family development.~~
  ~~b. Structures are encouraged to match the pitch of the roof of the principal dwelling.~~
  ~~c. Structures utilizing metal siding and/or roofing shall have a matte finish (or similar non-glare finish).~~

~~6.~~ 5. Setbacks for accessory structures like garages, carports and sheds shall meet required accessory structure setbacks; ancillary buildings such as offices or community rooms shall meet principal use setbacks.

P. Dwelling - Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse

In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

1. A front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front façade.

2. A 5% minimum transparency requirement applies to the front façade and is calculated on the basis of the area of the façade below the roofline.

3. A dwelling with a front facing attached three-car garage shall have one of the garages offset one foot from the other garages.

~~**4.** In order to encourage architectural detail and visual interest a point system shall be utilized for the front façade in which the front façade must score 20 points from the categories below. Primary building materials are the dominant component of the façade. Accent materials are secondary components of the façade, typically used to provide architectural detail or visual interest.~~

~~**i.** 8 points – covered porch with columns.~~

~~**ii.** 6 points – masonry, brick, or stone veneer as a primary building material or accent material. If accent material it must extend from the foundation or grade to the window sill as a minimum and maintain that elevation along the entire façade exclusive of doors, windows and small areas that make the use of the material unpractical.~~

~~**iii.** 6 points – front facing roof dormer.~~

~~**iv.** 4 points for each front facing roof gable with 8/12 pitch or higher.~~

~~**v.** 4 points – decorative roof brackets or gable trusses as an accent material.~~

~~**vi.** 4 points – decorative siding including but not limited to patterned shingles, shake, and board and batten as a primary building material or accent material.~~

~~**vii.** 3 points – bay/box window(s).~~

~~**viii.** 3 points – all front facing carriage style garage door(s). Carriage style garage doors may include decorative, simulated woodwork, decorative handles and brackets and window inserts.~~

~~**ix.** 3 points – door or window surrounds as an accent material.~~

~~**x.** 3 points – freeze boards and/or horizontal bands as an accent material.~~

~~**xi.** 2 points – decorative roof at the base of a gable.~~

~~**xii.** 1.5 points – for each percentage of transparency below the roofline over 5%.~~

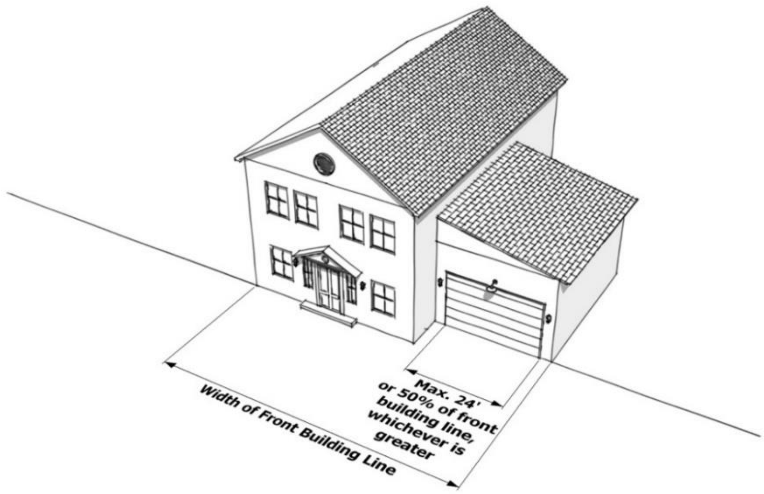
~~**xiii.** 1 point – decorative gable vent(s).~~

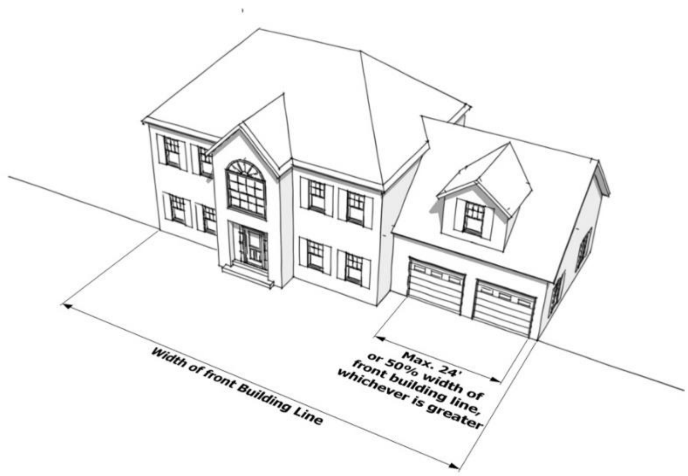
~~**xiv.** 1 point – window shutters.~~

~~**xv.** negative 5 points – front facing attached garage that exceeds 24 feet or 50% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.~~

4. There must be a minimum separation of 10 feet between sidewalls of townhouse buildings. Where the front or rear wall of a townhouse faces the front or rear wall of another townhouse, the minimum required separation between such buildings must be 30 feet. Driveways and parking areas may be located within this minimum separation area.

DELETE BELOW DIAGRAMS
~~ATTACHED GARAGE WIDTH~~





5. When a single-family and/or two-family development is designed as a house court, the following standards apply. A house court is a group of single-family and/or two-family dwellings arranged around a common courtyard or open space. Front facades of dwellings and primary pedestrian entrances are oriented to and accessed from the common area.

a. The minimum total site area required for a house court is 15,000 square feet or the cumulative area required for each dwelling type in the house court, whichever is greater.

b. The zoning district standards apply to each individual site within the house court.

c. For any unit of a house court abutting a public or private street, the entrance of the units must face the street.

d. Courtyards must meet the following standards:

1. The minimum courtyard area is 3,000 square feet or 500 square feet per dwelling unit, whichever is greater.

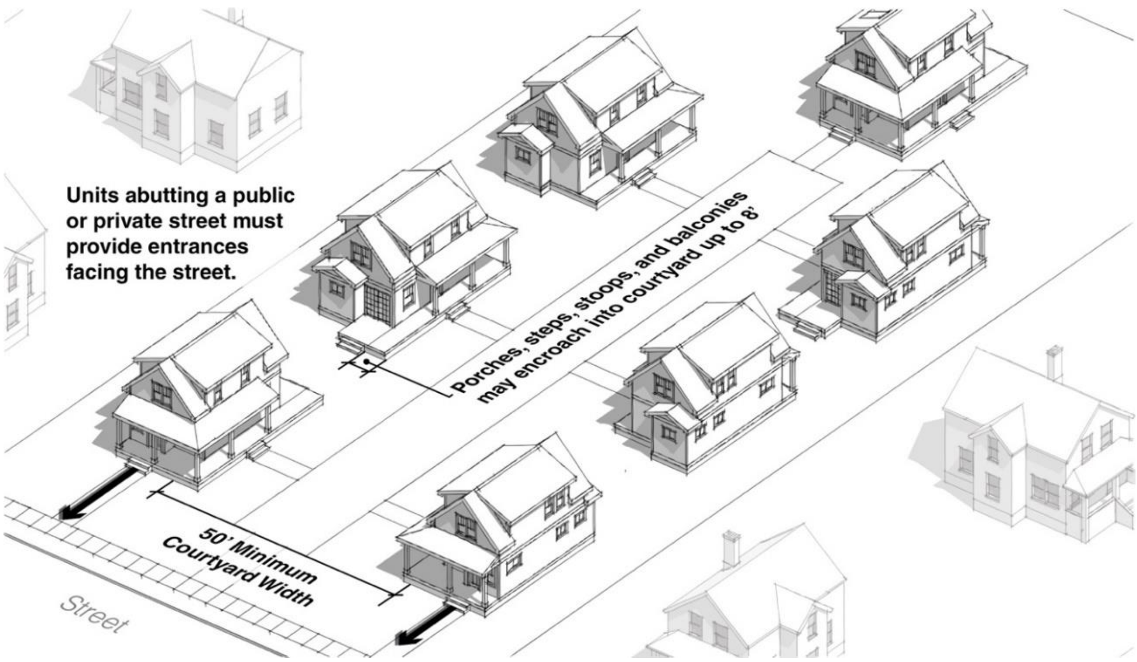
2. A courtyard must have a minimum width of 50 feet.

3. All courtyard space must be contiguous and centrally located.

4. Porches, steps and stoops, and balconies may encroach up to eight feet into a courtyard.

e. Where a dwelling fronts on the courtyard, it is considered to meet the requirement for frontage on a public or private street.

SINGLE-FAMILY DWELLING: HOUSE COURT



~~6. There must be a minimum separation of 15 feet between sidewalls of townhouse buildings. Where the front or rear wall of a townhouse faces the front or rear wall of another townhouse, the minimum required separation between such buildings must be 30 feet. Driveways and parking areas may be located within this minimum separation area.~~

CHAPTER 17.09. SITE DEVELOPMENT STANDARDS

Section 17.09.030 Accessory Structures and Uses

All accessory structures and uses are subject to the requirements of this section and the permitted encroachment requirements of Section 17.09.040. Additional accessory structures not regulated in this section may be regulated in Section 17.09.040.

A. General Regulations for Accessory Structures

All accessory structures are subject to the following regulations, unless otherwise permitted or restricted by specific regulations of this section and Ordinance.

1. No accessory structure may be constructed prior to construction of the principal building to which it is accessory.

2. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. ~~Prohibited materials include but are not limited to cloth, fabric, canvas, plastic sheets and tarps.~~ Greenhouses are not subject to this prohibition, Shipping containers are prohibited as an accessory structure.

3. Only those accessory structures permitted by this section and Section 17.09.040 are permitted in required setbacks. Certain accessory structures may also be prohibited in certain yards. The use of the term "yard" refers to the area between the principal building and lot line. The distinction is made because certain principal buildings may not be built at required district setback lines, thereby creating a yard larger than the minimum setback dimension.

4. The maximum height of any detached accessory structure is 20 feet, unless otherwise permitted or restricted by this Ordinance. This does not apply to any structure accessory to an active agricultural use, which are not limited in height.

5. Detached accessory structures, including those listed in this section and Section 17.09.040, must be setback as follows, unless otherwise permitted or restricted by this Ordinance:

a. Four feet from any interior side lot line. This interior side setback may be reduced to two feet if the adjacent walls, or parts of walls, of the accessory building have no openings and are protected on the inside with fire-proofing materials or are constructed of fire-proof materials, as verified by the Zoning Administrator.

b. No closer than four feet from any rear lot line.

c. No structure may be located in a front, reverse corner, or corner side yard unless specifically allowed by this Ordinance.

6. Accessory structures are included in the calculation of all maximum impervious surface and building coverage requirements of the district.

7. The footprint of any single detached accessory structure cannot exceed the footprint of the principal building. This does not apply to any structure accessory to an active agricultural use, which are not limited in area; nor does it apply to the accessory structures of single-family and two-family dwellings.

K. Detached Garages, Accessory Structures, and Carports for Single-Family, Single-Family Semi-Detached and Two-Family Dwellings

1. Only one detached garage, one shed, and one carport are permitted per lot. Where a lot contains a detached garage and a carport, such carport must be attached to and constructed as an extension of the detached garage.

2. Detached garages, accessory storage buildings, sheds, and carports are permitted in the rear and interior side yards.

3. Detached garages, accessory storage buildings, and carports are permitted in the corner side yard, subject to the following:

a. Where there is no alley access, and the garage or carport is located in the corner side yard and takes access from the abutting street, the garage or carport must be set back at least 20 feet from the corner side lot line.

b. Where there is no alley access, and the garage or carport is located in the corner side yard but does not take access from the abutting street, the garage or carport must be set back at least four feet from the corner side lot line.

c. Any detached garage located in a corner side yard must be set back a minimum of five feet from the front building facade line.

4. Where served by an alley or rear service drive, garages, parking pads for access, and carports must take access from the alley or rear service drive. If a lot abuts an improved public alley that provides adequate access to a street, the garage or carport is not permitted within the required corner side yard setback.

5. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Accessory structures are permitted in the designated rear yard and are subject to the principal use setbacks.

~~**5.**~~ **6.** Detached garages and accessory buildings are subject to the following ~~design~~ standards:

a. Structures shall have the eaves of roof extend a minimum of one foot past the outside walls.

b. Structures shall have a minimum 4/12 roof pitch.

~~**c.** Structures are encouraged to match the pitch of the roof of the principal dwelling.~~

~~**d.** Structures utilizing metal siding and/or roofing shall have a matte finish (or similar non-glare finish) and shall maintain the character of the surrounding neighborhood.~~

~~**e.**~~ **c.** Structures shall not contain cooking facilities or plumbing. This does not apply if an accessory dwelling unit use has been approved, in which case those standards control.

~~**f.**~~ **d.** The design standards related to eaves~~,~~ and roof pitch ~~and metal finish~~ do not apply to detached garages in the S-AG District or on lots 5 acres or greater in the R-1 District which have the detached garage and/or accessory storage building located in the rear yard.

~~**6.**~~ **7.** Accessory structure size and quantity restrictions do not apply to any structure accessory to an active agricultural use regardless of the presence of a single or two-family dwelling on said lot.

~~**7.**~~ **8.** Sheds must have the appearance of a professionally designed shed and be constructed of materials that professionals commonly use to construct sheds that are sold commercially. Once constructed, a shed must be kept weather-tight and in good repair and not appear in disrepair or be dilapidated.

~~**8.**~~ **9.** Carports are subject to the following:

a. Carports must be located over a driveway.

b. The total length of a carport is limited to 22 feet. The height of a carport is limited to 15 feet.

c. A carport must be entirely open on at least two sides, with the exception of necessary support structures.

d. Only carports located in the rear yard may be used as recreational vehicles storage.

Table 17.09-1: Bulk Requirements for Accessory Structures (Single-Family or Two-Family lots)				
	Detached Garage	**Accessory Storage Building**	**Carport**	**Shed**
Area (maximum)	50% of living area or 720 sq. ft., whichever is greater	50% of living area or 720 sq. ft., whichever is greater	576 sq. ft.	120 sq. ft.
Total Area All Accessory Structures	The combined total area of all accessory structures on a lot shall not exceed the principal structure's living area.			
Structures Allowed (quantity)	1	No maximum, see total area restriction above	1	1
Door Width (maximum)	No Maximum	6 ft.	No Maximum	6 ft.
Height (maximum)	20 ft.	20 ft.	15 ft.	20 ft.
Design Standards Applied* (Yes/No)	Yes	Yes	No	No
Specific Design Standards:				
a.	*Structure shall have the eaves of roof extend a minimum of one foot past the outside walls.*			
b.	*Structure shall have a minimum 4/12 roof pitch.*			
~~*c.*~~	~~*Structures are encouraged to match the pitch of the roof of the principal dwelling.*~~			
~~*d.*~~	~~*Structures utilizing metal siding and/or roofing shall have a matte finish (or similar non-glare finish).*~~			
~~*e.*~~*c.*	*Structures shall not contain cooking facilities or plumbing. This does not apply if an accessory dwelling unit use has been approved, in which case those standards control.*			
~~*f.*~~*d.*	*Structures shall maintain the character of the surrounding neighborhood.*			
*Exemption:	*Properties zoned R-1 and 5 acres or more are exempt from design standards if the building is located in the rear yard OR if the property is zoned S-AG District.			

Kim Reynolds
GOVERNOR

Office of the Governor

Adam Gregg
LT GOVERNOR

May 17, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

> House File 2388, an Act relating to the regulation of styles and materials used for residential building exteriors.

The above House File is hereby approved on this date.

Sincerely,

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House

House File 2388

AN ACT

RELATING TO THE REGULATION OF STYLES AND MATERIALS USED FOR RESIDENTIAL BUILDING EXTERIORS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 23. *a.* A county shall not adopt, enforce, or otherwise administer an ordinance, motion, resolution, or building code that prohibits or limits, either directly or indirectly, the use of a specific style of exterior cladding or finish materials for residential buildings in a manner that is more restrictive than the state building code as adopted pursuant to section 103A.7. This section does not prohibit a county from regulating the use of a specific style of exterior cladding or finish materials for a residential building that meets any of the following conditions:

(1) The building is located in an area designated and declared as a state or local historic district under applicable law.

(2) The building is designated as a local, state, or national historic landmark.

(3) The building is in a common interest community as defined in chapter 499C.

(4) The building is located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law.

b. For purposes of this subsection, *"residential building"* means any single or multifamily residential dwelling and includes single-family and two-family dwellings and townhouses, condominiums and apartments with a maximum of twelve units per building, and all secondary structures to such a single or multifamily residential dwelling.

Sec. 2. Section 414.1, subsection 1, Code 2024, is amended by adding the following new paragraph:

NEW PARAGRAPH. *h.* (1) A city shall not adopt, enforce, or otherwise administer an ordinance, motion, resolution, or building code that prohibits or limits, either directly or indirectly, the use of a specific style of exterior cladding or finish materials for residential buildings in a manner that is more restrictive than the state building code as adopted pursuant to section 103A.7. This subsection does not prohibit a city from regulating the use of a specific style of exterior cladding or finish materials for a residential building that meets any of the following conditions:

(a) The building is located in an area designated and declared as a state or local historic district under applicable law.

(b) The building is designated as a local, state, or national historic landmark.

(c) The building is in a common interest community as defined in chapter 499C.

(d) The building is located on a property that is governed by a policy of regulation of an overlay or special purpose zoning district that is adopted pursuant to applicable law.

(2) For purposes of this paragraph, *"residential building"* means any single or multifamily residential dwelling and includes single-family and two-family dwellings and townhouses, condominiums and apartments with a maximum of twelve units per building, and all secondary structures to such a single or multifamily residential dwelling.

PAT GRASSLEY
Speaker of the House

AMY SINCLAIR
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 2388, Ninetieth General Assembly.

MEGHAN NELSON
Chief Clerk of the House

Approved May 17, 2024

KIM REYNOLDS
Governor

Design Standards Scoring for new Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse

The following requirements must be met for all new construction per section 17.08.030 - Principal Use Standards; O. Dwelling - Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse:

Check all that apply:

1. The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front façade.

2. A 5% minimum transparency requirement applies to the front façade and is calculated on the basis of the area of the façade below the roofline.

3. A dwelling with a front facing attached three-car garage shall have one of the garages offset one foot from the other garages.

4. In order to encourage architectural detail and visual interest a point system shall be utilized for the front façade in which the front façade must score 20 points from the categories below. Primary building materials are the dominant component of the façade. Accent materials are secondary components of the façade, typically used to provide architectural detail or visual interest.

Select points from drop-down if applicable.

0	a.	8 points – covered porch with columns.
0	b.	6 points – masonry, brick, or stone veneer as a primary building material or accent material. If accent material it must extend from the foundation or grade to the window sill as a minimum and maintain that elevation along the entire façade exclusive of doors, windows and small areas that make the use of the material unpractical.
0	c.	6 points – front facing roof dormer.
0	d.	4 points for each front facing roof gable with 8/12 pitch or higher.
0	e.	4 points – decorative roof brackets or gable trusses as an accent material.
0	f.	4 points – decorative siding including but not limited to patterned shingles, shake, and board and batten as a primary building material or accent material.
0	g.	3 points – bay/box window(s).
0	h.	3 points – all front facing carriage style garage door(s). Carriage style garage doors may include decorative, simulated woodwork, decorative handles and brackets and window inserts.
0	i.	3 points – door or window surrounds as an accent material.
0	j.	3 points – freeze boards and/or horizontal bands as an accent material.
0	k.	2 points – decorative roof at the base of a gable.
0	l.	1.5 points – for each percentage of transparency below the roofline over 5%.
0	m.	1 point – decorative gable vent(s).
0	n.	1 point – window shutters.
0	o.	Negative 5 points – front facing attached garage that exceeds 24 feet or 50% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

Point Total (20 minimum)

0

These standards apply to all new single-family, single family semi-detached, two-family, and townhouses submitted for review after 9/11/19. In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

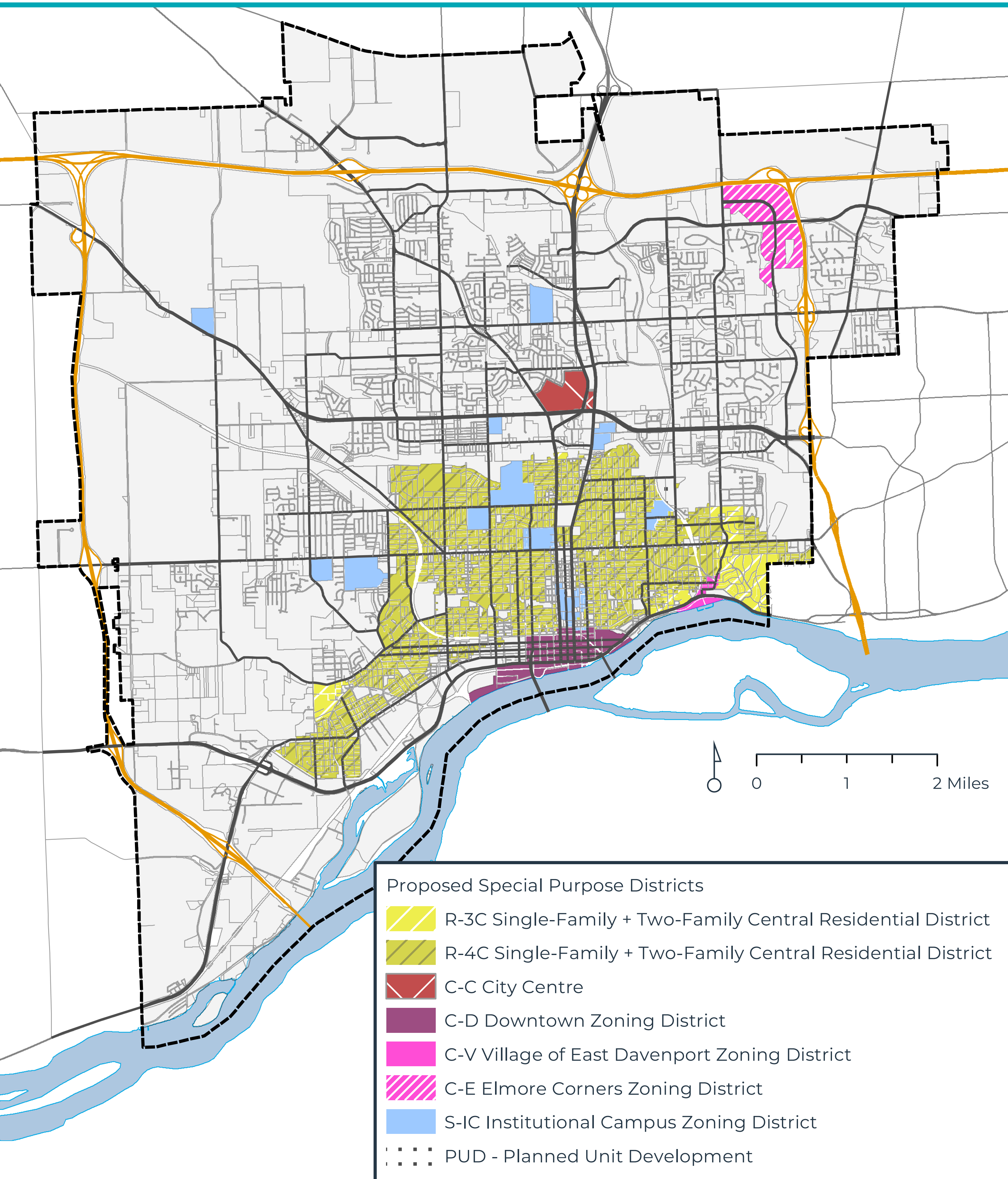
You must print to pdf before uploading in order for scoring to be visible in E Plan

Print

THE CITY OF DAVENPORT IOWA I USA

Map of Proposed Special Purpose Districts

Case ORD24-04: Request of the City of Davenport to amend various sections of the Zoning Ordinance regarding residential building design standards.



City of Davenport

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

Action / Date
11/20/2024

Subject:
Resolution approving an Economic Development Agreement with Fair Oaks Foods. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
Fair Oaks Farms, LLC, DBA Fair Oaks Foods is a family-owned meat processing business that was founded in 1985. Fair Oaks Foods, headquartered in Pleasant Prairie, Wisconsin, produces a variety of protein products for national grocery stores and restaurants. Fair Oaks Foods is currently constructing a 134,000 square foot facility at 2951 Enterprise Way. This project will create 247 new full-time positions paying an average wage of $23.95 per hour with a benefit package. The estimated cost of the total incentive package over a fifteen-year period is $6,403,000. This incentive package includes the following:

- Forgivable loan of $1,100,000 once an on-site pre-treatment facility is completed.
- Estimated $51,000 in cost share for road improvements which the City will seek funding for through the Iowa DOT RISE Grant.
- Rebate estimated to total $5,252,000 over 15 years.

Fair Oaks Foods has also received a State of Iowa High Quality Jobs Tax Credit of $3,432,000 from the Iowa Economic Development Authority. The City's incentive package serves as the required match. As required by the Iowa Code, a Public Hearing was held on October 16, 2024, regarding the Economic Development Agreement where the City will incur debt. In this case, the City's approximate obligation totals $6,403,000 over a fifteen-year period. The incentive costs would be paid for through the use of tax increment financing applied to the assessed valuation of the improved property. The Economic Development Agreement between Fair Oaks Foods and the City is attached.

Attachments:
1. Resolution
2. Economic Development Agreement

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving an Economic Development Agreement with Fair Oaks Foods.

WHEREAS, Fair Oaks Farms, LLC DBA Fair Oaks Foods is constructing a 134,000 square foot food manufacturing facility at 2951 Enterprise Way; and

WHEREAS, this project will involve the creation of 247 full-time positions paying an average wage of $23.95 per hour; and

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

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a Public Hearing was held on October 16, 2024 to review and receive public comment on the Economic Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that an Economic Development Agreement with Fair Oaks Foods is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
________________________	________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DAVENPORT AND FAIR OAKS FARMS, LLC DBA FAIR OAKS FOODS

THIS AGREEMENT is made as of ______________________ between the City of Davenport, Iowa, a municipal corporation of the State of Iowa (hereinafter referred to as “City”), and Fair Oaks Farms, LLC, DBA Fair Oaks Foods, (hereinafter referred to as “Company”).

WHEREAS, the Company proposes to construct a state of the art food production facility in Davenport, Iowa. The facility will be approximately 134,000 square feet. The property is located at the 2951 Enterprise Way, and hereinafter referred to as “Subject Property”, resulting in a projected increase in the assessed value of the real estate of approximately $23,000,000; and

WHEREAS, the construction of the food production facility will create 247 new permanent full-time positions (hereinafter referred to as “New Positions”) the building construction will create an increase in the workforce hereinafter referred to as the “Economic Development Project”; and

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

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

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

1. The Economic Development Project will add diversity and generate new opportunities for the Davenport and Iowa economies; and

2. The Economic Development Project will generate public gains and benefits particularly in the creation of new jobs and tax assessed property value, which warrant the amount of the proposed tax increment financing assistance; and

3. The proposed funding for the Economic Development Project meets the conditions of said Chapter 15A of the Code related to the creation of jobs and the expansion of business investment in the City of Davenport, Scott County, Iowa; and

4. A public purpose will reasonably be accomplished by providing economic development assistance in order to facilitate such development by the Company and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter; and Section 403.19 of the Code provides for the division of incremental property tax revenue, or tax increment, commonly known as Tax Increment Financing; and,

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

WHEREAS, the City Council has held a public hearing, at the ______ __ 2024 meeting of the Committee-of-the-Whole, on entering into this agreement which will obligate the City to make future payments, provided the Company meets certain requirements;

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

SECTION I:
THE CITY'S OBLIGATIONS

1. The City shall make an economic development forgivable loan to the Company in the amount of $1,100,000 (one million one hundred thousand dollars and zero cents) once completion of the onsite pretreatment facility is complete. This loan shall be forgiven all or in part according to the job creation obligations detailed in Section II.

2. The City shall apply to the Iowa Department of Transportation (IDOT) Commission for an Immediate Opportunity Project Funding for a partial grant to make road improvements at the Economic Development Project site. The estimated 20% (twenty percent) cost share for the road improvements is $51,000 (fifty one thousand dollars and zero cents). If approved by the IDOT, the cost share amount shall be deducted from the eligible tax increment finance rebate due to the Company.

3. The City shall make a series of payments to reimburse the Company for a portion of its real estate tax payments (the "Reimbursement") subject to the completion of the Economic Development Project and the timely payment of those real estate taxes, utility fees and special assessments. For the purposes of this agreement, "timely payment" shall mean that the semi-annual tax payment, fees and assessments has been made no later than the due date stated on the tax, fee and assessment bill. Should the payment be made later than the due date, the City shall not be obligated to make the Reimbursement from that semi-annual payment. The total Reimbursement shall be approximately five million, two hundred fifty two thousand dollars and zero cents ($5,252,000) through the term of the Agreement. There shall not be any payments beyond the fifteen (15)-year period even if there has been a withholding or a reduction of the Reimbursement payment for any preceding six (6)-month period.

> 3.1 The Reimbursement to the Company shall be 60% of the total property tax bill, less the City's bond repayment and/or debt repayment for the items detailed in Section I.1 & Section I.2, subject to the provisions of this Agreement, where Section 403.19 of the Code provides that only the taxes levied on the assessed value of qualified property in the year prior to the year in which the increment is used for tax increment financing shall not be considered for purposes of calculating the amount of tax increment revenue in a given year (the "Base Year Valuation"). The percentage of available tax revenue which will be reimbursed shall be determined by the performance of the Company toward meeting its job creation obligations as described in Section II.

> 2.2 The Reimbursements shall be made up to twice each year during the term of this Agreement, on or before June 1 and December 1 of each year after the taxes on the increased assessed value have begun. The Reimbursements shall be based only on the increase in taxable real estate value attributable to the Economic Development Project as described in Section II, Paragraph 2 of this Agreement. Provided the construction of the building has been completed and the full amount of the new value has been placed on the tax rolls by January 1, 2026, the first Reimbursement payment shall be made on or before December 1, 2027. The Reimbursement shall be made for fifteen (15) consecutive years. Should the Company fail to make timely payment of its taxes or should the Company fail to meet its job obligations for a semi-annual period, the Reimbursement shall not be made. No provision is to be made for the extension of the series of authorized Reimbursement if the Company fails to meet its obligations and does not receive a Reimbursement payment for

any semi-annual period. Provided the Reimbursement begins in 2027, the last Reimbursement shall be made on or before June 1, 2042. In no case shall the Reimbursement begin later than December 2028, based on the taxable real estate value as of January 1, 2027 in which case the last Reimbursement shall be made on or before June 1, 2043.

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

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

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

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

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

SECTION II:
THE COMPANY'S OBLIGATIONS

1. The Company agrees to make progress towards the total New Positions leading up to the three year date referenced in Section II.5. The Company agrees to furnish to the City appropriate evidence of the number of full time New Positions. This shall be evidenced by the most recent Iowa Employer Contribution Report submitted by the Company to the City on or before April 15th and October 15th starting in 2026 and continuing for the term of this Agreement.

2. The Company agrees to construct a state of the art food production facility in Davenport, Iowa. The facility will be approximately 134,000 square feet. The Company agrees to comply with all building and fire code regulations related to the construction, occupancy, and operation of the building.

3. The Company agrees to pay or cause to be paid property taxes on the assessed value of the Subject Property in a timely fashion. The Company agrees to furnish the City a copy of the receipt for its property tax payments no later than April 15 and October 15 for the respective Reimbursement payment.

5. The Company agrees to create two hundred forty seven (247) New Positions paying on average $23.95 per hour ("Target Wages"). These New Positions are to be created no later than three (3) years from the date of the manufacturing facility becoming operational. The anticipated date to have created two hundred forty-seven (247) New Positions is at or around January 2029.

6. The number of positions created and maintained shall be calculated based on the actual number of full-time positions computed as the sum of the Company workforce located at the Subject Property for the six (6)-month period shown in the most recent Contribution Report immediately prior to the months in which the semi-annual payment of Reimbursement is due.

7. During the first three (3) years from the date the manufacturing facility becomes operational, the Company shall be eligible for reimbursement of 60% of the total property tax bill, less the City's bond repayment for the items detailed in Section I.1.

8. At the end of the three-year period from the date of the manufacturing facility becoming operational, the Company shall have created and maintained 247 New Positions paying on average $23.95 per hour or more. If the New Positions created and retained meet or exceed the requirement three years from the date the manufacturing facility becomes operational, the forgivable loan in the amount of one million one hundred thousand dollars ($1,100,000) shall be forgiven in its entirety.

If job creation is less than this level at the three-year date, a pro rata share of the one million one hundred thousand dollars and zero cents ($1,100,000) shall be paid back by the Company to the City within six months.

For example, if 25 New Positions are not created and maintained the prorate share shall be calculated as follows:

- 25 Position Shortfall / 247 Total Positions = 10% Claw Back
- $1,100,000 * 10% = $110,000 to be paid back to City

9. At the end of the three-year period from the date of the manufacturing facility becoming operational, the Company shall have created and maintained two hundred forty-seven (247) New Positions. If the Company has failed to do so, the City shall cease further Reimbursement and declare the Agreement null and void and of no further force and effect.

10. Provided the Company has created the two hundred forty-seven (247) New Positions within the three (3) years from the date of the manufacturing facility becoming operational, the Company shall be eligible for further Reimbursement payments through the term of this Agreement according to the following provisions:

a. If the Company has created and maintained at least two hundred twenty-two (222) New Positions paying at least the Target Wages, the Company shall be entitled to the Reimbursement of 60% of the total property tax bill, less the City's bond repayment and/or debt repayment for the items detailed in Section I.1.

b. If the Company has created and maintained at least one hundred sixty (160) but less than two hundred twenty-two (222) New Positions, with the New Positions paid at least the Target Wages, the amount of Reimbursement shall be computed by dividing the number of positions created by two hundred forty-seven (247) to calculate the percent attainment of New Positions. The amount of the full rebate is then multiplied by the percent attainment of New Positions to arrive at the partial Reimbursement amount, less the City's bond repayment and/or debt repayment for the items detailed in Section I.1.

c. If the Company has created and maintained less than one hundred sixty (160) New Positions for any single semi-annual reporting period, they will forfeit Reimbursement for that semi-annual period.

d. The Reimbursement shall cease if for any two consecutive semi-annual reporting periods the number of New Positions is fewer than one hundred sixty (160) paying at least the Target Wages. If this occurs the City shall cease further Reimbursement and declare the Agreement null and void and of no further force and effect.

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

12. On the material breach by the Company of the terms and conditions of this Agreement such breach to be determined in the opinion of the City in the reasonable exercise of its discretion, including failure to retain and create the positions specified in this section, or if the Company shall cease doing business at the Subject Property, this Agreement shall be terminated and the Company shall not be eligible for any Reimbursement for any period after the breach.

SECTION III:
MISCELLANEOUS

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

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

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

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

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

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

CITY OF DAVENPORT, IOWA

By: ___________________________________
Mike Matson
Mayor

____
Brian Krup
Deputy City Clerk

COMPANY

By: ___________________________________
Fair Oaks Farms, LLC DBA Fair Oaks Foods

EXHIBIT A

LEGAL DESCRIPTION OF COMPANY'S PROPERTY

Parcel W3307-02E more commonly known as 2951 Enterprise Way.

The South 102 feet of Lot 2, Interstate 80 Airport Industrial Park 6th Addition, to the City of Davenport Scott County, State of Iowa and Lot 2 of the Interstate 80 Airport Industrial Park 6th Addition, City of Davenport, Scott County, Iowa. Except that park conveyed by warranty deed recorded as document #2016-29906 in the Office of the Recorder of Scott County, Iowa. Also except that part conveyed by warranty deed recorded as document #2018-14526 in the Office of the Recorder of Scott County, Iowa, described as follows: the south 102.02 feet of Lot 2, Interstate 80 Airport Industrial Park 6th Addition, City of Davenport, County of Scott, State of Iowa. Also except that park described in plat of survey recorded as document #2020-01308 in the Office of the Recorder of Scott County, Iowa, described as follows: an irregular width strip of land, being a park of said Lot 2, amended to become part of that parcel currently known as Scott County Tax Parcel W3303A01 (said parcel being Lot 1 of Interstate 80 Airport Industrial Park 10th Addition); more particularly described as follows:

Beginning at the northeast corner of said Lot 1: thence along the north line of said lot for the next two courses: south 88 degrees 22 minutes 22 seconds west, a distance of 305.18 feet; south 61 degrees 47 minutes 44 seconds west, a distance of 114.22 feet to the easternly right of way line of Hillandale Road; thence northerly along said right of way line north 02 degrees 33 minutes 35 seconds west, a distance of 11.09 feet to the northerly line of said lot 2 and the southerly line of Enterprise Way; thence along the northerly line of said lot 2 for the next four courses: north 61 degrees 47 minutes 4 seconds east, a distance of 111.80 feet; north 88 degrees 33 minutes 22 seconds east, a distance of 283.62 feet to the westerly line of a conveyance to the City of Davenport for the use as public right of way (per warranty deed filed ad doc. No. 2016-299060; South 03 degrees 24 minutes 27 seconds east, distance of 6.02 feet; north 88 degrees 28 minutes 02 seconds east, a distance of 23.74 feet to the northerly extension of the east line of said lot 1; thence southerly along said northerly extension, south 01 degree 20 minutes 20 second east, a distance of 4.02 feet to the point of beginning. Approximately 31.58 acres.

City of Davenport

Department: Community & Economic Development | **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 | **11/20/2024**

Subject:
Resolution approving a development agreement with 227 LeClaire, LLC for the Riverwatch Place project, and authorizing the City Administrator or designee to execute necessary documents. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
This property was once the site of a hotel serving the downtown under several flags (including Howard Johnson's and Clarion). The last operating hotel closed and was eventually demolished in 2015. At that time, a local development team envisioned a multi-story office building with commercial and restaurant uses as well. The City Council approved a TIF (tax increment financing) development agreement and the developer acquired the vacant site; however, the developers were ultimately unable to secure the financing needed.

In 2022, a different local development team, led by Pete Stopulos, acquired the property with a plan for an extended stay hotel, restaurant, an event center, and office use. The challenges with the site still exist; it is located within both the floodway and the floodplain; it likely contains subterranean, environmental challenges; and it is irregularly shaped and relatively small, which can create parking limitations. The developer has hired an engineering team and proposes raising the entire site, which dovetails with the City's plans to elevate portions of the adjacent LeClaire and 3rd Streets. They anticipate constructing two buildings (per the attached renderings), one as a hotel with a pool and a rooftop patio and the other with a restaurant, office, and a top floor event center. Pending financing and permits, the project would begin construction in spring/summer 2025 and open by fall 2026.

In light of the challenges to develop this site, the developer has requested a partial rebate of the City's portion hotel/motel taxes that would be generated by the new hotel. Approval of this action would authorize staff to execute the attached agreement and take any other steps to reflect this incentive.

Attachments:
1. Resolution
2. Development Agreement
3. Riverwatch Place Project Renderings

Resolution No. __________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a development agreement with 227 LeClaire, LLC for the Riverwatch Place project, and authorizing the City Administrator or designee to execute necessary documents.

WHEREAS, the Developer owns property in the 200 block of LeClaire Street (the 'Property'); and

WHEREAS, the Developer proposes to construct a $19 million, 88-room, four-story Marriott TownePlace Suites Hotel with extended stay which includes a pool and a rooftop patio along the lot with frontage along LeClaire Street (see attached renderings and subdivision); and

WHEREAS, separately with additional ownership interests, the Developer proposes to construct a second building on the lot with frontage along East 3rd Street, which would consist of a four-story commercial building with a restaurant, two floors of office space, and an event center on the top floor which could compliment the hotel use and also be used for office meetings, etc.; and

WHEREAS, pending financing and permitting, both projects are anticipated to begin work in spring/summer of 2025 and be complete by the end of 2026, though this agreement focuses primarily on the hotel project (the 'Project'); and

WHEREAS, the City has been awarded federal funding to raise portions of LeClaire Street and East 3rd Street and improve the intersection of River Drive and 3rd Street adjacent to the Project, all of which is expected to complicate construction timing; and

WHEREAS, as this site has several challenges that have impeded redevelopment over the past decade, including land within the floodway and floodplain, environmental hazards, and its irregular shape, the Developer has requested Urban Revitalization Tax Exemption as well as a partial rebate of the hotel/motel taxes that will be generated by the new hotel.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa that the development agreement for the Riverwatch Place project (with 227 LeClaire, LLC, Petitioner) is hereby approved, and the City Administrator or designee is hereby authorized to execute necessary documents.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

AGREEMENT BETWEEN
227 LECLAIRE, LLC AND
CITY OF DAVENPORT, IOWA

For the hotel/commercial development in the 200 block of LeClaire Street, Davenport, Iowa.

THIS AGREEMENT is made and entered into this _______ day of ______________, 2024, by and between the City of Davenport, Iowa (hereinafter referred to as the "City") and 227 LeClaire, LLC and/or their assigns, (hereinafter referred to as the "Developer"):

WHEREAS, the Developer owns property in the 200 block of LeClaire Street, herein referred to as "the Property", which is currently denoted as Parcel L0015A01, it has been subdivided as Riverwatch Subdivision and divided into two lots, both of which are currently vacant land and will be assigned new parcels numbers at the beginning of the year; and

WHEREAS, the Developer proposes to construct a $19 million, 88-room, four-story Marriott TownePlace Suites Hotel with extended stay which includes a pool and a rooftop patio along the lot with frontage along LeClaire Street (see attached renderings and subdivision); and

WHEREAS, separately with additional ownership interests, Developer proposes to construct a second building on the lot with frontage along E. 3rd Street, which would consist of a four-story commercial building with a restaurant, two floors of office, and an event center on the top floor which could compliment the hotel use and also be used for office meetings and other events; and

WHEREAS, pending financing and permitting, both projects are anticipated to begin work in Spring/Summer 2025 and be complete by the end of 2026, though this agreement focuses primarily on the hotel project (hereinafter the "Project"); and

WHEREAS, the City has been awarded federal funding to raise portions of LeClaire Street and E. 3rd Street and improve the intersection of River Drive and 3rd Street adjacent to the Project, all of which is expected to complicate construction timing; and

WHEREAS, as this site has several challenges that have impeded redevelopment since the closing of the former Howard Johnson's (and later Clarion) Hotel and demolition in 2015, including land that falls within the floodway and floodplain, environmental hazards, and its irregular shape, the Developer has requested Urban Revitalization Tax Exemption, as well as a partial rebate of the hotel/motel taxes that will be generated by the new hotel, to help with development of this site.

NOW, THEREFORE, the Developer and the City hereby agree to the following terms and conditions set forth in this Agreement as follows:

1. In accordance with the attached plans, the Developer shall cause to be constructed the Project with approximately 88 rooms, four stories with a rooftop patio. All aspects of the project shall comply with State and City codes, including appropriate platting and zoning, development design review, permits, streetscaping, etc.

2. With regard to the construction timing of the Project and street-related improvement projects, it is anticipated that the improvements to the intersection of River Drive and 3rd, as well as the elevation raising of LeClaire and 3rd Streets will likely not be started until after the Project is completed. In addition, the City and/or State will likely need additional ROW to realign this intersection and the Developer hereby agrees to donate said ROW. Because of the timing of all of the above, temporary work to assure safety will likely be necessary in the ROW at Developer's cost. The City will not require the streetscaping work along LeClaire and E. 3rd Streets to be completed *prior* to occupancy. However, Developer will be required to complete necessary streetscape work along LeClaire and E. 3rd Streets within one year from completion of the ROW improvements funded by the local and Federal dollars. Of note, approval of this Agreement signifies a City waiver of the sidewalk requirement along the River Drive portion of the project. Currently, no sidewalk exists along this portion of River Drive. Given the space available, traffic speed, orientation of the site's egress, as well as pedestrian options in and around the site, no new sidewalk along this River Drive portion will be required. Significant advance planning and communication between contractors and staff of the City and the Developer will be paramount.

3. The City agrees to rebate to the Developer part of the City's portion of the hotel/motel tax generated by the Project and paid to the Iowa Department of Revenue. Such rebate will follow the schedule below and begin upon completion of the Project and continue for fifteen (15) years. Provided the Project is completed and open in 2026, the first quarterly rebates shall begin then and finish in calendar year 2040. In no case shall the rebate payments begin later than 2027, in which case the last rebate shall be in calendar year 2041.

Years 1-10	75% of City's portion collected
Years 11-15	50% of City's portion collected

City will rebate the Developer (or their affiliate or successor as directed by the Developer) on a quarterly or annual basis, upon receipt of revenue by the State.

Developer shall remain in good standing with property taxes and other liens and payments owed to the City. Failure to do so will result in withholding and/or cancelling one or more quarterly rebates.

4. If any section, provision or part of this Agreement is declared to be invalid or unconstitutional by a court of competent jurisdiction or administrative tribunal, such findings shall not affect the validity or enforceability of this Agreement as a whole.

5. This Agreement represents the entire Agreement between the City and the Developer for the project. Any subsequent changes or modifications to the terms of this Agreement must be in the form of a duly executed addendum to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has secured the approval of its policy Council or Members and executed this Agreement.

______________________________	______________________________
Doug Maxeiner, City Administrator	Pete Stopulos, Managing Member
City of Davenport	227 LeClaire, LLC


Times
RIVERWATCH
streamline
ARCHITECTS


Times
RIVERWATCH
streamline
ARCHITECTS


EVENTS CENTER
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Quad-City
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ARCHITECTS


TOWNEPLACE SUITES
RESTAURANT

City of Davenport

Department: Development & Neighborhood Services	**Action / Date**
Contact Info: Laura Berkley | 563-888-3553	**11/20/2024**

Subject:
Resolution authorizing the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
City Council approved the vacation of right-of-way located west of Marquette Street between West 7th Street and the mid-block alley at its October 23, 2024 meeting. The land was dedicated for an alley but was never constructed by the City. There is a driveway approach along West 7th Street that serves as a parking space for the single-family home at 1214 West 7th Street. The remainder of the right-of-way is grass which is being maintained by the petitioner. The applicant owns three properties abutting the subject right-of-way. The purpose of the request is to provide off-street parking, prevent traffic from driving over the lawn, and to minimize nuisance activity.

The property has the following legal description:

> A public alley that is ten (10') feet wide by approximately one hundred fifty (150') feet long located in Davenport, Scott County Iowa, and described as follows: commencing at the northwest comer of a Lot in Mitchells Third Addition to City of Davenport Iowa that is described in a Real Estate Contract dated May 21, 1986, filed with the Scott County Iowa Recorder on May 27, 1986 at document no # 8703-86 (which Lot is described as "The North 40 feet of the East 118 feet of Lots 5 and Lot 6 in Block 16 of Mitchell's Third Addition to the City of Davenport, Scott County Iowa") and continuing in a southerly direction along a line that is one hundred eighteen (118') feet west of and parallel to Marquette St ., Davenport Iowa a distance of approximately one hundred fifty (150') feet south to a point on the north side of a public street, now known as West 7th St, in Davenport Iowa, which point is adjacent to the southwest comer of a Lot described in a Deed dated November 10, 1987 and filed of record with the Scott County Recorder on December 29, 1987 as document no #24198-97, and thence West a distance of ten (10') feet along the north side of West 7th St, and thence in a northerly direction approximately one hundred fifty (150') feet to a point in the south side of public alley, and thence East a distance of ten (10') feet to the point of beginning.

Approval of this Resoluiton will convey the above referenced real estate to Jacks Home Improvement Company.

A Public Hearing was held on November 20, 2024 in accordance with Iowa law. Adoption of the Resolution will authorize the Mayor and staff to execute closing documents and convey the property to the petitioner.

Attachments:
1. Resolution
2. Map

Resolution No. __________________

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company, Petitioner.

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

> A public alley that is ten (10') feet wide by approximately one hundred fifty (150') feet long located in Davenport, Scott County Iowa, and described as follows: commencing at the northwest comer of a Lot in Mitchells Third Addition to City of Davenport Iowa that is described in a Real Estate Contract dated May 21, 1986, filed with the Scott County Iowa Recorder on May 27, 1986 at document no # 8703-86 (which Lot is described as "The North 40 feet of the East 118 feet of Lots 5 and Lot 6 in Block 16 of Mitchell's Third Addition to the City of Davenport, Scott County Iowa") and continuing in a southerly direction along a line that is one hundred eighteen (118') feet west of and parallel to Marquette St., Davenport Iowa a distance of approximately one hundred fifty (150') feet south to a point on the north side of a public street, now known as West 7th St, in Davenport Iowa, which point is adjacent to the southwest comer of a Lot described in a Deed dated November 10, 1987 and filed of record with the Scott County Recorder on December 29, 1987 as document no #24198-97, and thence West a distance of ten (10') feet along the north side of West 7th St, and thence in a northerly direction approximately one hundred fifty (150') feet to a point in the south side of public alley, and thence East a distance of ten (10') feet to the point of beginning; and

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

WHEREAS, Jacks Home Improvement Company desires to obtain the aforementioned real estate; and

WHEREAS, per State requirements, notification of the Public Hearing was published, and the Public Hearing was held on November 20, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the mid-block alley to Jacks Home Improvement Company is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
______________________	______________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

THE CITY OF DAVENPORT IOWA I USA

Vicinity Map | Vacated **Right-Of-Way**

Proposed conveyance of vacated right-of-way located west of Marquette Street, between West 7th Street and the mid-block alley, to Jacks Home Improvement Co., Petitioner.

City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/20/2024**

Subject:
Resolution setting a Public Hearing on the proposed extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID). [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
The Iowa Code allows cities to establish Self-Supporting Municipal Improvement Districts (SSMIDs) to improve and maintain districts. The source of funding for these districts is a supplemental property tax on properties within the district that can be used for operation and capital expenses. The Village of East Davenport SSMID has been operational since the early 1990s. The current 10-year SSMID term will expire in June 2025.

The leadership of the Village of East Davenport SSMID has proposed the following:

- No change to boundaries (see attached map)
- Operation fund rate not to exceed $1.75 per thousand dollars of taxable value of property
- Capital improvement fund rate not to exceed $1.75 per thousand dollars of taxable value of property
- Length of 20 years beginning July 2025

The Village of East Davenport SSMID has gone through the process of collecting signatures from at least 25% of all owners of property within the district and the owners of at least 25% of the assessed value of such property. On November 5, 2024, the city's Planning and Zoning Commission voted to recommend approval of the Village of East Davenport SSMID and that it was consistent with the Comprehensive Plan Objective of "Creating a positive business climate that encourages growth of existing and new businesses."

Adoption of the Resolution will set the Public Hearing on the proposed extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID) for the Committee of the Whole Meeting on December 4, 2024 beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Prior to holding the Public Hearing a notice will be posted in *The Quad-City Times* and this notice shall be sent by certified mail to each owner of property within the proposed district.

Attachments:
1. Resolution
2. Village of East Davenport 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 extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID).

WHEREAS, the City of Davenport has received a petition from the Village of East Davenport SSMID to extend the term of said SSMID; and

WHEREAS, in accordance with Section 362.3 of the Code of Iowa, a Public Hearing must be held prior to City Council taking action on the establishment or extension of a SSMID; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a Public Hearing on the proposed extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID) shall be held at the Committee of the Whole Meeting on Wednesday, December 4, 2024 beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 26th day of November, 2024.

Approved:

____

Mike Matson
Mayor

Attest:

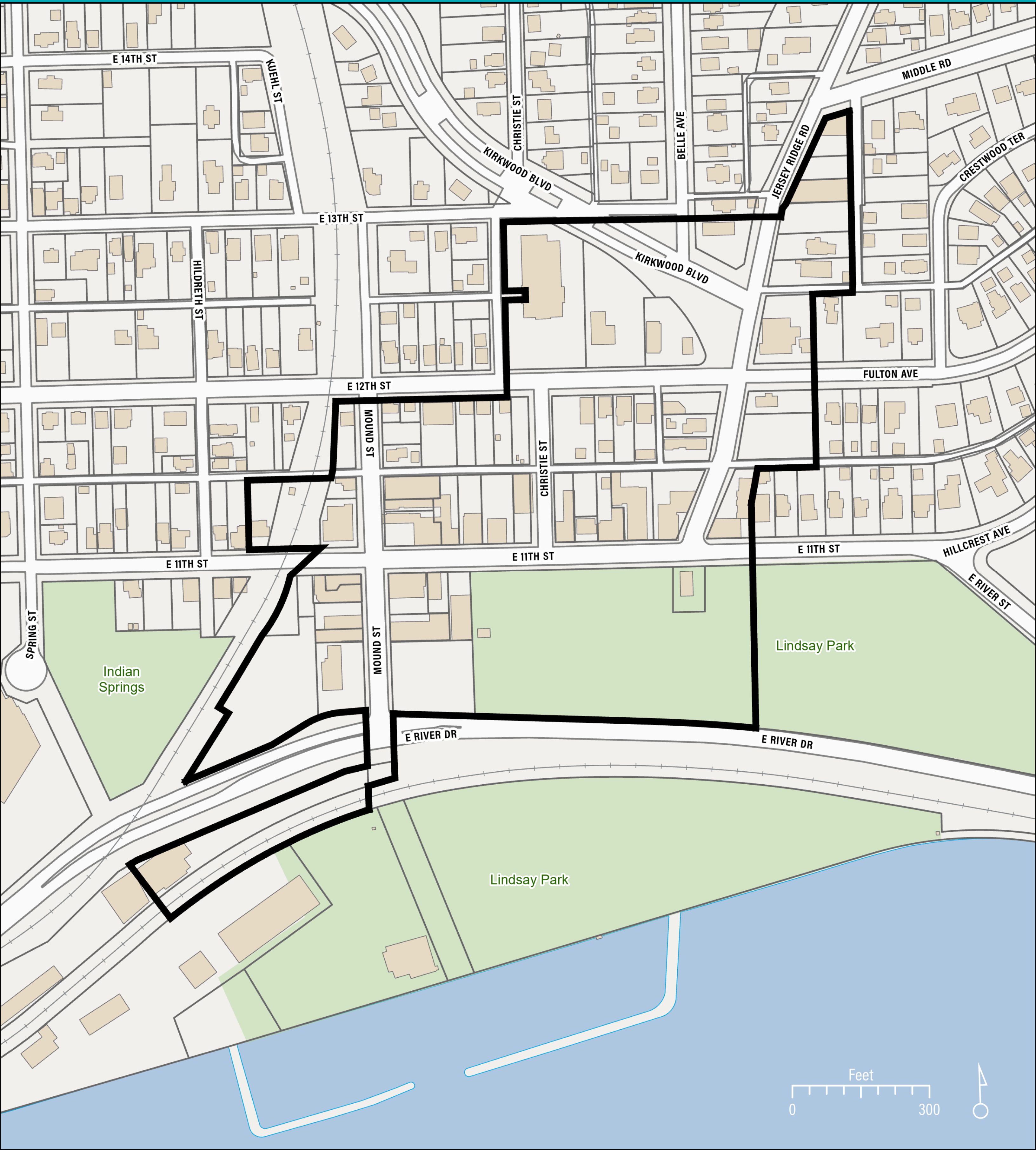
____

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT IOWA | USA

East Village SSMID

Legal Description



City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/20/2024**

Subject:
Resolution approving a subaward agreement with Live Lead Free Quad Cities for the remediation of lead paint in housing using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funding from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding (at least $525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is $900,000. Individual agreements for each of the agencies are on this agenda as separate items.

Regarding this agreement, Live Lead Free Quad Cities is proposing to use the funding to conduct lead paint remediation on housing in Davenport. Approval of this action would authorize staff to execute the sub-award agreement and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement with Live Lead Free Quad Cities for the remediation of lead paint in housing using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing, and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, several local entities, such as Live Lead Free, provide direct housing and housing-related services and have one or more projects or activities that are eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement with Live Lead Free Quad Cities for the remediation of lead paint in housing using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
________________________	________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
LIVE LEAD FREE QUAD CITIES

THIS AGREEMENT is made and entered into by and between the **City of Davenport** (the "Pass-through Entity" or "PTE"), and **Live Lead Free Quad Cities** ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE agrees to reimburse Subrecipient for costs of conducting lead paint remediation in housing in Davenport in the eligible area for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following document are incorporated and made part of this Agreement:

1) The attached Terms and Conditions Applicable to Subawards
2) Attachment 1 Federal Award Terms and Conditions
3) Attachment 2 Pass-through Entity (PTE) and Subrecipient Contacts
4) Attachment 3 Subrecipient Highest Compensated Executives
5) Attachment 4 Reporting and Prior Approval Terms
6) Attachment 5 Statement of Work & Budget Information
7) Attachment 6 Subrecipient Requests for Payment

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1.0 Activities. PTE hereby awards a cost reimbursable subaward (as determined by 2 CFR 200.331) not to exceed $119,000, to Subrecipient, though the initial award is $65,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to remediate lead paint hazards in housing, a public health challenge exacerbated by the COVID-19 public health emergency.

3.0 Requests for Payment. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

4.0 Final Statement of Costs. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative contact, as shown in Attachment 2, not later than 30 days after the final budget period end date. The final statement of costs shall constitute Subrecipient's final financial report.

5.0 Period of Performance. Services of the Subrecipient shall start immediately upon full execution of this Agreement and end no later than April 15, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

6.0 Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

7.0 Monitoring Visits. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.

Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

8.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.

9.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.

10.0 Suspension. For cause, and upon notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.

11.0 Waiver. Failure or delay on the part of the PTE to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.

12.0 Amendments and Modifications to this Subaward Agreement. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Subrecipient's Financial contact shown in Attachment 2. Changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 2.

13.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

14.0 Termination of this Subaward. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official, and Subrecipient notice shall be directed to the Authorized Official as shown in Attachment 2.

15.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

16.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

18.0 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

19.0 Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712). Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

20.0 Assurance of Compliance with Civil Rights Requirements. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

21.0 Use of Name. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

22.0 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	**Subrecipient**
By: ____________________ __________	By: ____________________ __________
Mike Matson — Date	Tony G. Knobbe — Date
Mayor, City of Davenport	President
226 W 4th Street	Live Lead Free Quad Cities
Davenport, IA 52801	600 W. 4th Street
(563) 326-7757	Davenport, IA 52801
	(563) 328-3255
UEI: **WJCNAUXKNRL7**	UEI: **XXXXXXXX**
DUNS: **020156857**	DUNS: **XXXXXXXX**

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Subaward:	$ 119,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 65,000

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on April 15, 2026.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

    i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

    ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

    iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

    iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

    v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

    vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

    vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

    viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

    ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

    ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

    iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

    iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

    v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety,

or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	**Subrecipient**
City of Davenport, Iowa *PTE Name*	 *Subrecipient Name*
226 W 4th Street *Address*	 *Address*
Davenport, IA 52801 *City, St. ZIP*	 *City, St. ZIP*
https://www.davenportiowa.com/ *Website*	 *Website*
Administrative Contact	
Name: Joy Lemmon Phone: (563) 888-2229 Email: Joy.lemmon@davenportiowa.com	Name: Phone: Email:
Program Contact	
Name: Bruce Berger Phone: (563) 326-7769 Email: Bruce.Berger@davenportiowa.com	Name: Phone: Email:
Financial Contact	
Name: Basia Gerlach Phone: (563) 326-7727 Email: Basia.gerlach@davenportiowa.com	Name: Phone: Email:
Authorized Official	
Name: Doug Maxeiner Phone: (563) 888-3384 Email: Doug.Maxeiner@davenportiowa.com	Name: Phone: Email:

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient Name: **Live Lead Free Quad Cities**

Subrecipient is exempt from reporting executive compensation:

- ☐ **Yes → Skip to next form**
- ☐ **No → Complete this entire form**

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: ______________________ Compensation: ____________

Executive 2

Name: ______________________ Compensation: ____________

Executive 3

Name: ______________________ Compensation: ____________

Executive 4

Name: ______________________ Compensation: ____________

Executive 5

Name: ______________________ Compensation: ____________

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.

☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will remediate lead paint hazards in housing to ensure compliance with Davenport building and/or rental codes with these ARPA funds.

- **Ensure that rehab activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.**

- **Reports and documentation will include identifying the properties rehabilitated, a detailed accounting of the materials purchased and their cost, as well as the contracted and in-house labor costs involved by line item.**

- **Reimbursements for materials/supplies will not be processed until said materials have been installed.**

Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total
	Direct Cost: ____________
	Indirect Cost: ____________
	Total Cost: ____________

ATTACHMENT 6
Subrecipient Requests for Payment

To be added.

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K		Maximum Budget - $900K	
One Eighty	$ 85,000	Acquisition/Rehab	$ 110,000	Additional for rehab
Live Lead Free QC	$ 65,000	4 projects	$ 119,000	7 projects
Vera French Housing	$ 130,000	New Construction	$ 280,000	Affordable housing
EHDG	$ 45,000	2 projects	$ 70,000	3 projects
Salvation Army	$ 140,000	Rental deposits	$ 221,000	Additional rental deposits
School District	$ 60,000	(note - $20,000 previously funded)	$ 100,000	Temporary Housing Assistance
Totals	**$ 525,000**		**$ 900,000**	

City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/20/2024**

Subject:
Resolution approving a subaward agreement with One Eighty for housing acquisition and rehabilitation activities using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funding from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding (at least $525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is $900,000. Individual agreements for each of the agencies are on this agenda as separate items.

Regarding this agreement, One Eighty is proposing to use the funding to purchase one or more properties and rehabilitate them for their stability housing network. Approval of this action would authorize staff to execute the sub-award agreement and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. __________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement with One Eighty for housing acquisition and rehabilitation activities using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, several local entities, such as One Eighty, provide direct housing and housing-related services and have one or more projects or activities that are eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement with One Eighty for housing acquisition and rehabilitation activities using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
________________________	________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
ONE EIGHTY

THIS AGREEMENT is made and entered into by and between the **City of Davenport** (the "Pass-through Entity" or "PTE"), and **One Eighty** ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE agrees to reimburse Subrecipient for costs of Acquiring and Rehabilitating properties for housing in the eligible area for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following document are incorporated and made part of this Agreement:

1) The attached Terms and Conditions Applicable to Subawards
2) Attachment 1 Federal Award Terms and Conditions
3) Attachment 2 Pass-through Entity (PTE) and Subrecipient Contacts
4) Attachment 3 Subrecipient Highest Compensated Executives
5) Attachment 4 Reporting and Prior Approval Terms
6) Attachment 5 Statement of Work & Budget Information
7) Attachment 6 Subrecipient Requests for Payment

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1.0 Activities. PTE hereby awards a cost reimbursable subaward (as determined by 2 CFR 200.331) not to exceed $110,000, to Subrecipient, though the initial award is $85,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to acquire and rehabilitate housing, a public health challenge exacerbated by the COVID-19 public health emergency.

3.0 Requests for Payment. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

4.0 Final Statement of Costs. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative contact, as shown in Attachment 2, not later than 30 days after the final budget period end date. The final statement of costs shall constitute Subrecipient's final financial report.

5.0 Period of Performance. Services of the Subrecipient shall start immediately upon full execution of this Agreement and end no later than April 15, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

6.0 Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

7.0 Monitoring Visits. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.

Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

8.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.

9.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.

10.0 Suspension. For cause, and upon notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.

11.0 Waiver. Failure or delay on the part of the PTE to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.

12.0 Amendments and Modifications to this Subaward Agreement. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Subrecipient's Financial contact shown in Attachment 2. Changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 2.

13.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

14.0 Termination of this Subaward. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official, and Subrecipient notice shall be directed to the Authorized Official as shown in Attachment 2.

15.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

16.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

18.0 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

19.0 Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712). Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

20.0 Assurance of Compliance with Civil Rights Requirements. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

21.0 Use of Name. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

22.0 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	**Subrecipient**
By: ____________________ ________	By: ____________________ ________
Mike Matson Date	Carmen Fish Date
Mayor, City of Davenport	Director of Finance
226 W 4th Street Davenport, IA 52801 (563) 326-7757	One Eighty 601 N. Marquette Street Davenport, IA 52802 (563) 349-7582
UEI: **WJCNAUXKNRL7**	UEI: **XXXXXXXX**
DUNS: **020156857**	DUNS: **XXXXXXXX**

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Subaward:	$ 110,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 85,000

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on April 15, 2026.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety,

or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	**Subrecipient**
City of Davenport, Iowa *PTE Name*	 *Subrecipient Name*
226 W 4th Street *Address*	 *Address*
Davenport, IA 52801 *City, St. ZIP*	 *City, St. ZIP*
https://www.davenportiowa.com/ *Website*	 *Website*
Administrative Contact	
Name: Joy Lemmon Phone: (563) 888-2229 Email: Joy.lemmon@davenportiowa.com	Name: Phone: Email:
Program Contact	
Name: Bruce Berger Phone: (563) 326-7769 Email: Bruce.Berger@davenportiowa.com	Name: Phone: Email:
Financial Contact	
Name: Basia Gerlach Phone: (563) 326-7727 Email: Basia.gerlach@davenportiowa.com	Name: Phone: Email:
Authorized Official	
Name: Doug Maxeiner Phone: (563) 888-3384 Email: Doug.Maxeiner@davenportiowa.com	Name: Phone: Email:

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient Name: One Eighty

Subrecipient is exempt from reporting executive compensation:

- ☐ **Yes → Skip to next form**
- ☐ **No → Complete this entire form**

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: ______________________ Compensation: ____________

Executive 2

Name: ______________________ Compensation: ____________

Executive 3

Name: ______________________ Compensation: ____________

Executive 4

Name: ______________________ Compensation: ____________

Executive 5

Name: ______________________ Compensation: ____________

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.

☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will acquire and rehabilitate housing to ensure compliance with Davenport building and/or rental codes with these ARPA funds.

- Ensure that rehab activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.

- Reports and documentation will include identifying the properties acquired and/or rehabilitated, a detailed accounting of the materials purchased and their cost, as well as the contracted and in-house labor costs involved by line item.

- Reimbursements for materials/supplies will not be processed until said materials have been installed.

Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total **Direct Cost:** ____________ **Indirect Cost:** ____________ **Total Cost:** ____________

ATTACHMENT 6
Subrecipient Requests for Payment

To be added.

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K		Maximum Budget - $900K	
One Eighty	$ 85,000	Acquisition/Rehab	$ 110,000	Additional for rehab
Live Lead Free QC	$ 65,000	4 projects	$ 119,000	7 projects
Vera French Housing	$ 130,000	New Construction	$ 280,000	Affordable housing
EHDG	$ 45,000	2 projects	$ 70,000	3 projects
Salvation Army	$ 140,000	Rental deposits	$ 221,000	Additional rental deposits
School District	$ 60,000	(note - $20,000 previously funded)	$ 100,000	Temporary Housing Assistance
Totals	**$ 525,000**		**$ 900,000**	

City of Davenport

Department: Community & Economic Development | **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 | **11/20/2024**

Subject:
Resolution approving a subaward agreement with Ecumenical Housing Development Group (EHDG) for housing acquisition and rehabilitation activities and to demolish an abandoned house using remaining American Rescue Plan Act (ARPA) funding. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funding from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding (at least $525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is at least $900,000. Individual agreements for each of the agencies are on this agenda as separate items.

Regarding this agreement, Ecumenical Housing Development Group (EHDG) is proposing to use the funding to purchase and rehabilitate housing as well as demolish an abandoned house. Approval of this action would authorize staff to execute the subaward agreement and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement with Ecumenical Housing Development Group (EHDG) for housing acquisition and rehabilitation activities and to demolish an abandoned house using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, several local entities, such as EHDG, provide direct housing and housing-related services and have one or more projects or activities that are eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement with Ecumenical Housing Development Group (EHDG) for housing acquisition and rehabilitation activities and to demolish an abandoned house using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
______________________	______________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
ECUMENICAL HOUSING DEVELOPMENT GROUP (EHDG)

THIS AGREEMENT is made and entered into by and between the **City of Davenport** (the "Pass-through Entity" or "PTE"), and **EHDG** ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE agrees to reimburse Subrecipient for costs of acquiring and rehabilitating properties and demolishing abandoned housing in the eligible area for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following document are incorporated and made part of this Agreement:

1) The attached Terms and Conditions Applicable to Subawards
2) Attachment 1 Federal Award Terms and Conditions
3) Attachment 2 Pass-through Entity (PTE) and Subrecipient Contacts
4) Attachment 3 Subrecipient Highest Compensated Executives
5) Attachment 4 Reporting and Prior Approval Terms
6) Attachment 5 Statement of Work & Budget Information
7) Attachment 6 Subrecipient Requests for Payment

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1.0 Activities. PTE hereby awards a cost reimbursable subaward (as determined by 2 CFR 200.331) not to exceed $70,000, to Subrecipient, though the initial award is $45,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to acquire and rehabilitate housing, as well as demolish nuisance abandoned housing, public health challenges exacerbated by the COVID-19 public health emergency.

3.0 Requests for Payment. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

4.0 Final Statement of Costs. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative contact, as shown in Attachment 2, not later than 30 days after the final budget period end date. The final statement of costs shall constitute Subrecipient's final financial report.

5.0 Period of Performance. Services of the Subrecipient shall start immediately upon full execution of this Agreement and end no later than April 15, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

6.0 Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

7.0 Monitoring Visits. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.

Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

8.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.

9.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.

10.0 Suspension. For cause, and upon notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.

11.0 Waiver. Failure or delay on the part of the PTE to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.

12.0 Amendments and Modifications to this Subaward Agreement. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Subrecipient's Financial contact shown in Attachment 2. Changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 2.

13.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

14.0 Termination of this Subaward. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official, and Subrecipient notice shall be directed to the Authorized Official as shown in Attachment 2.

15.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

16.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

18.0 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

19.0 Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712). Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

20.0 Assurance of Compliance with Civil Rights Requirements. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

21.0 Use of Name. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

22.0 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	**Subrecipient**
By: ______________________ ________	By: ______________________ ________
Mike Matson Date Mayor, City of Davenport	Sam Moyer Date President
226 W 4th Street Davenport, IA 52801 (563) 326-7757	Ecumenical Housing Development Group 1016 W. 7th Street, Unit #9 Davenport, IA 52802 (309) 912-4773
UEI: **WJCNAUXKNRL7**	UEI: **XXXXXXXX**
DUNS: **020156857**	DUNS: **96-380-0581**

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Subaward:	$ 70,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 45,000

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on April 15, 2026.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
7. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
    i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety,

or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	**Subrecipient**
City of Davenport, Iowa *PTE Name*	*Subrecipient Name*
226 W 4th Street *Address*	*Address*
Davenport, IA 52801 *City, St. ZIP*	*City, St. ZIP*
https://www.davenportiowa.com/ *Website*	*Website*
Administrative Contact	
Name: Joy Lemmon Phone: (563) 888-2229 Email: Joy.lemmon@davenportiowa.com	Name: Phone: Email:
Program Contact	
Name: Bruce Berger Phone: (563) 326-7769 Email: Bruce.Berger@davenportiowa.com	Name: Phone: Email:
Financial Contact	
Name: Basia Gerlach Phone: (563) 326-7727 Email: Basia.gerlach@davenportiowa.com	Name: Phone: Email:
Authorized Official	
Name: Doug Maxeiner Phone: (563) 888-3384 Email: Doug.Maxeiner@davenportiowa.com	Name: Phone: Email:

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient Name: **Ecumenical Housing Development Group (EHDG)**

Subrecipient is exempt from reporting executive compensation:

- ☐ **Yes → Skip to next form**
- ☐ **No → Complete this entire form**

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: ______________________ Compensation: ____________

Executive 2

Name: ______________________ Compensation: ____________

Executive 3

Name: ______________________ Compensation: ____________

Executive 4

Name: ______________________ Compensation: ____________

Executive 5

Name: ______________________ Compensation: ____________

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.
- ☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will acquire and rehabilitate housing, as well as demolish abandoned housing to ensure compliance with Davenport building and/or rental codes with these ARPA funds.

- **Ensure that acquisition and rehab activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.**

- **Reports and documentation will include identifying the properties acquired and/or rehabilitated, or demolished, a detailed accounting of the materials purchased and their cost, as well as the contracted and in-house labor costs involved by line item.**

- **Reimbursements for materials/supplies will not be processed until said materials have been installed.**

Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total **Direct Cost:** ________ **Indirect Cost:** ________ **Total Cost:** ________

ATTACHMENT 6
Subrecipient Requests for Payment

To be added.

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K		Maximum Budget - $900K	
One Eighty	$ 85,000	Acquisition/Rehab	$ 110,000	Additional for rehab
Live Lead Free QC	$ 65,000	4 projects	$ 119,000	7 projects
Vera French Housing	$ 130,000	New Construction	$ 280,000	Affordable housing
EHDG	$ 45,000	2 projects	$ 70,000	3 projects
Salvation Army	$ 140,000	Rental deposits	$ 221,000	Additional rental deposits
School District	$ 60,000	(note - $20,000 previously funded)	$ 100,000	Temporary Housing Assistance
Totals	**$ 525,000**		**$ 900,000**	

City of Davenport

Department: Community & Economic Development	**Action / Date**
Contact Info: Bruce Berger | 563-326-7769	**11/20/2024**

Subject:
Resolution approving a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funding from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding (at least $525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is $900,000. Individual agreements for each of the agencies are on this agenda as separate items.

Regarding this agreement, Vera French Housing is proposing to use the funding to construct 30 units of affordable housing in the Carol's Village Gardens project. Approval of this action would authorize staff to execute the subaward agreement and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing, and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, several local entities, such as Vera French Housing, provide direct housing and housing-related services and have one or more eligible projects or activities that are eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved: Attest:

_________________________ _________________________

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
VERA FRENCH HOUSING

THIS AGREEMENT is made and entered into by and between the **City of Davenport** (the "Pass-through Entity" or "PTE"), and Vera French Housing ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE agrees to reimburse Subrecipient for costs of constructing the Carol's Village Garden affordable housing project in the eligible area for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following document are incorporated and made part of this Agreement:

1) The attached Terms and Conditions Applicable to Subawards
2) Attachment 1 Federal Award Terms and Conditions
3) Attachment 2 Pass-through Entity (PTE) and Subrecipient Contacts
4) Attachment 3 Subrecipient Highest Compensated Executives
5) Attachment 4 Reporting and Prior Approval Terms
6) Attachment 5 Statement of Work & Budget Information
7) Attachment 6 Subrecipient Requests for Payment

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1.0 Activities. PTE hereby awards a cost reimbursable subaward (as determined by 2 CFR 200.331) not to exceed $280,000, to Subrecipient, though the initial award is $130,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to develop affordable housing, a public health challenge exacerbated by the COVID-19 public health emergency.

3.0 Requests for Payment. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

4.0 Final Statement of Costs. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative contact, as shown in Attachment 2, not later than 30 days after the final budget period end date. The final statement of costs shall constitute Subrecipient's final financial report.

5.0 Period of Performance. Services of the Subrecipient shall start immediately upon full execution of this Agreement and end no later than April 15, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

6.0 Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

7.0 Monitoring Visits. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.

Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

8.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.

9.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.

10.0 Suspension. For cause, and upon notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.

11.0 Waiver. Failure or delay on the part of the PTE to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.

12.0 Amendments and Modifications to this Subaward Agreement. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Subrecipient's Financial contact shown in Attachment 2. Changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 2.

13.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

14.0 Termination of this Subaward. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official, and Subrecipient notice shall be directed to the Authorized Official as shown in Attachment 2.

15.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

16.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

18.0 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

19.0 Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712). Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

20.0 Assurance of Compliance with Civil Rights Requirements. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

21.0 Use of Name. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

22.0 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	Subrecipient
By: ______________________ ___________	By: ______________________ ___________
Mike Matson Date	Richard K. Whitaker, Jr. Date
Mayor, City of Davenport	CEO
226 W 4th Street Davenport, IA 52801 (563) 326-7757	Vera French Housing Corporation 211 East 37th Street Davenport, IA 52806 (563) 260-6083
UEI: **WJCNAUXKNRL7**	UEI: **L5N3NFSH1JB3**
DUNS: **020156857**	DUNS: **XXXXXXXX**

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Subaward:	$ 280,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 130,000

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on April 15, 2026.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety,

or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	**Subrecipient**
City of Davenport, Iowa *PTE Name*	 *Subrecipient Name*
226 W 4th Street *Address*	 *Address*
Davenport, IA 52801 *City, St. ZIP*	 *City, St. ZIP*
https://www.davenportiowa.com/ *Website*	 *Website*
Administrative Contact	
Name: Joy Lemmon Phone: (563) 888-2229 Email: Joy.lemmon@davenportiowa.com	Name: Phone: Email:
Program Contact	
Name: Bruce Berger Phone: (563) 326-7769 Email: Bruce.Berger@davenportiowa.com	Name: Phone: Email:
Financial Contact	
Name: Basia Gerlach Phone: (563) 326-7727 Email: Basia.gerlach@davenportiowa.com	Name: Phone: Email:
Authorized Official	
Name: Doug Maxeiner Phone: (563) 888-3384 Email: Doug.Maxeiner@davenportiowa.com	Name: Phone: Email:

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient Name: **Vera French Housing Corporation**

Subrecipient is exempt from reporting executive compensation:

☐ **Yes → Skip to next form**
☐ **No → Complete this entire form**

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: ______________________ Compensation: ____________

Executive 2

Name: ______________________ Compensation: ____________

Executive 3

Name: ______________________ Compensation: ____________

Executive 4

Name: ______________________ Compensation: ____________

Executive 5

Name: ______________________ Compensation: ____________

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.
- ☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will use the funds to develop affordable housing as part of the Carol's Village Gardens project and will comply with Davenport building and/or rental codes with these ARPA funds.

- **Ensure that rehab activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.**

- **Reports and documentation will include identifying a detailed accounting of the materials purchased and their cost, as well as the contracted and in-house labor costs involved by line item.**

- **Reimbursements for materials/supplies will not be processed until said materials have been installed.**

Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total
	Direct Cost: ____________
	Indirect Cost: ____________
	Total Cost: ____________

ATTACHMENT 6
Subrecipient Requests for Payment

To be added.

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K		Maximum Budget - $900K	
One Eighty	$ 85,000	Acquisition/Rehab	$ 110,000	Additional for rehab
Live Lead Free QC	$ 65,000	4 projects	$ 119,000	7 projects
Vera French Housing	$ 130,000	New Construction	$ 280,000	Affordable housing
EHDG	$ 45,000	2 projects	$ 70,000	3 projects
Salvation Army	$ 140,000	Rental deposits	$ 221,000	Additional rental deposits
School District	$ 60,000	(note - $20,000 previously funded)	$ 100,000	Temporary Housing Assistance
Totals	**$ 525,000**		**$ 900,000**	

City of Davenport

Department: Community & Economic Development	**Action / Date**
Contact Info: Bruce Berger | 563-326-7769	**11/20/2024**

Subject:
Resolution approving a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funding from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding (at least $525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is $900,000. Individual agreements for each of the agencies are on this agenda as separate items.

Regarding this agreement, the Salvation Army is proposing to use the funding to provide rent assistance to households through a partnership with Iowa Legal Aid. Approval of this action would authorize staff to execute the subaward agreement and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. ________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing, and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, several local entities, such as Salvation Army, provide direct housing and housing-related services and have one or more projects or activities that are eligible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:

____

Mike Matson
Mayor

Attest:

____

Brian Krup
Deputy City Clerk

Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
SALVATION ARMY

THIS AGREEMENT is made and entered into by and between the **City of Davenport** (the "Pass-through Entity" or "PTE"), and **Salvation Army** ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE agrees to reimburse Subrecipient for costs of providing rent assistance for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following document are incorporated and made part of this Agreement:

1) The attached — Terms and Conditions Applicable to Subawards
2) Attachment 1 — Federal Award Terms and Conditions
3) Attachment 2 — Pass-through Entity (PTE) and Subrecipient Contacts
4) Attachment 3 — Subrecipient Highest Compensated Executives
5) Attachment 4 — Reporting and Prior Approval Terms
6) Attachment 5 — Statement of Work & Budget Information
7) Attachment 6 — Subrecipient Requests for Payment

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

1.0 Activities. PTE hereby awards a cost reimbursable subaward (as determined by 2 CFR 200.331) not to exceed $221,000, to Subrecipient, though the initial award is $140,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Objectives. The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to provide rent assistance and security deposits for households, a public health challenge exacerbated by the COVID-19 public health emergency.

3.0 Requests for Payment. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

4.0 Final Statement of Costs. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative contact, as shown in Attachment 2, not later than 30 days after the final budget period end date. The final statement of costs shall constitute Subrecipient's final financial report.

5.0 Period of Performance. Services of the Subrecipient shall start immediately upon full execution of this Agreement and end no later than April 15, 2026. All of the required activities and services, except for audit, will be completed by or before this date.

6.0 Performance Monitoring. The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.

7.0 Monitoring Visits. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.

Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

8.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.

9.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.

10.0 Suspension. For cause, and upon notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.

11.0 Waiver. Failure or delay on the part of the PTE to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.

12.0 Amendments and Modifications to this Subaward Agreement. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Subrecipient's Financial contact shown in Attachment 2. Changes made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 2.

13.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.

14.0 Termination of this Subaward. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official, and Subrecipient notice shall be directed to the Authorized Official as shown in Attachment 2.

15.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.

16.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

17.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

18.0 Audit and Access to Records. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

19.0 Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712). Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

20.0 Assurance of Compliance with Civil Rights Requirements. The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

21.0 Use of Name. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

22.0 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	**Subrecipient**
By: ______________________ ___________	By: ______________________ ___________
Mike Matson Date Mayor, City of Davenport	Major Lucy Gates Date The Salvation Army
226 W 4th Street Davenport, IA 52801 (563) 326-7757	100 Kirkwood Blvd. Davenport, IA 52803 563-324-4808
UEI: **WJCNAUXKNRL7**	UEI: **R423UDZ4UL23**
DUNS: **020156857**	DUNS: **113642370**

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Subaward:	$ 221,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 140,000

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on April 15, 2026.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
    i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety,

or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-through Entity (PTE) and Subrecipient Contacts

Entity Information	
PTE	**Subrecipient**
City of Davenport, Iowa *PTE Name*	*Subrecipient Name*
226 W 4th Street *Address*	*Address*
Davenport, IA 52801 *City, St. ZIP*	*City, St. ZIP*
https://www.davenportiowa.com/ *Website*	*Website*
Administrative Contact	
Name: Joy Lemmon Phone: (563) 888-2229 Email: Joy.lemmon@davenportiowa.com	Name: Phone: Email:
Program Contact	
Name: Bruce Berger Phone: (563) 326-7769 Email: Bruce.Berger@davenportiowa.com	Name: Phone: Email:
Financial Contact	
Name: Basia Gerlach Phone: (563) 326-7727 Email: Basia.gerlach@davenportiowa.com	Name: Phone: Email:
Authorized Official	
Name: Doug Maxeiner Phone: (563) 888-3384 Email: Doug.Maxeiner@davenportiowa.com	Name: Phone: Email:

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient Name: The Salvation Army

Subrecipient is exempt from reporting executive compensation:

- ☐ **Yes → Skip to next form**
- ☐ **No → Complete this entire form**

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: ______________________ Compensation: ____________

Executive 2

Name: ______________________ Compensation: ____________

Executive 3

Name: ______________________ Compensation: ____________

Executive 4

Name: ______________________ Compensation: ____________

Executive 5

Name: ______________________ Compensation: ____________

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.
- ☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will provide rent assistance and security deposits for households to help avoid homelessness with these ARPA funds.

- Ensure that the rent assistance activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.
- Reports and documentation will include identifying the households and properties assisted, and a detailed accounting of the assistance provided.

Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total
	Direct Cost: ________ **Indirect Cost:** ________ **Total Cost:** ________

ATTACHMENT 6
Subrecipient Requests for Payment

To be added.

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K			Maximum Budget - $900K		
One Eighty	$	85,000	Acquisition/Rehab	$	110,000	Additional for rehab
Live Lead Free QC	$	65,000	4 projects	$	119,000	7 projects
Vera French Housing	$	130,000	New Construction	$	280,000	Affordable housing
EHDG	$	45,000	2 projects	$	70,000	3 projects
Salvation Army	$	140,000	Rental deposits	$	221,000	Additional rental deposits
School District	$	60,000	(note - $20,000 previously funded)	$	100,000	Temporary Housing Assistance
Totals	**$**	**525,000**		**$**	**900,000**	

City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/20/2024**

Subject:
Resolution approving a subaward agreement amendment with the Davenport Community School District for temporary housing assistance to address students experiencing homelessness using remaining American Rescue Plan Act (ARPA) funding. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Over $40M in funds from the American Rescue Plan Act (ARPA) has been allocated by the City to a number of different programs and activities. While there is still over two years to finish a few of those projects, most are now complete and there is a portion of funding ($525,000) that is available to be reallocated. Federal rules mandate that these remaining dollars need to be committed by City Council by the end of December 2024. Because of this timeline, there are action items on this cycle and likely next cycle as well.

Among other projects, since funds were left over from housing-related activities, staff sought requests from local nonprofits who own and operate affordable housing or provide direct affordable housing services as their mission. Council was also approached to help partner with an emergent housing need by the Davenport Community School District because of an increased number of students who are currently homeless. Staff reviewed requests regarding a range of activities including providing rent and deposit assistance, acquisition and rehabilitation of housing, and construction of affordable housing. The recommended allocation amounts by agency are included in the attached spreadsheet.

Given that several of the ongoing ARPA activities are still underway, staff recommends allocating "up to" amounts to these agencies to allow utilizing all of the ARPA funding with the pending commitment deadline. That total is estimated at $900,000. Individual agreements with each of the agencies are on this agenda as separate items.

Regarding this amendment, it would provide additional funding to the existing sub-award agreement with Davenport Community School District to use the funding to provide temporary housing assistance for families with students enrolled in the district who are experiencing homelessness. Approval of this action would authorize staff to execute the sub-award amendment and any other documents necessary.

Attachments:
1. Resolution
2. Subaward Agreement Amendment
3. ARPA Regular Reallocation - Housing Related November 2024 - Summary

Resolution No. ___________________

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a subaward agreement amendment with the Davenport Community School District for temporary housing assistance to address students experiencing homelessness using remaining American Rescue Plan Act (ARPA) funding.

WHEREAS, the U.S. Department of the Treasury provided the City with ARPA funding in 2021 as part of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, after allocating these dollars to Neighborhood Stabilization, Transitional Housing, and other activities and projects, some dollars are still remaining; and

WHEREAS, the City desires to use all of the SLFRF dollars and must commit said dollars to eligible activities prior to the end of CY 2024; and

WHEREAS, the Davenport Community School District has discovered an emergent need for temporary housing assistance for students experiencing homelessness.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a subaward agreement amendment with the Davenport Community School District for temporary housing assistance to address students experiencing homelessness using remaining American Rescue Plan Act (ARPA) funding is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

Amendment to the Subaward Agreement Between the

CITY OF DAVENPORT, IOWA
and
DAVENPORT COMMUNITY SCHOOL DISTRICT (DCSD)

THIS AMENDMENT to the AGREEMENT is made by the **City of Davenport** (the "Pass-through Entity" or "PTE"), and **DCSD** ("Subrecipient") (collectively "Parties") as of date of signature by both Parties and shall continue through December 31, 2026 (the "Performance Period").

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act ("ARPA") (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("SLFRF").

WHEREAS, program expenditures to address public health and economic impacts must be eligible under the SLFRF Final Rule (31 CFR Part 35), effective April 1, 2022.

WHEREAS, in 2021, the City Council approved the use of SLFRF funding for Neighborhood Revitalization, Transitional Housing assistance, and other eligible activities; and

WHEREAS, PTE entered an agreement in November 2024 to reimburse Subrecipient for costs of providing temporary housing assistance in the eligible area for the period of time defined in this agreement; and

WHEREAS, the terms and conditions of that Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, both parties desire to Amendment the Agreement to increase the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree to amend the Agreement as follows, with all of the previous terms and conditions remaining in place:

1.0 Activities. PTE hereby increases the reimbursable subaward (as determined by 2 CFR 200.331) to Subrecipient, which is inclusive of the original award amount of $20,000. The initial award is hereby increased by an additional $40,000. Of note, the total maximum not to exceed amount shall be $100,000. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2.0 Requests for Payment. With the exception of the lump sum first $20,000, Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the PTE's Administrative contact, shown in Attachment 2.

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The Parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

Pass-through Entity	**Subrecipient**
By: ______________________ ____________	By: ______________________ ____________
Mike Matson Date	Dan Gosa Date
Mayor, City of Davenport	President
226 W 4th Street	Davenport Community School District
Davenport, IA 52801	1702 N. Main Street
(563) 326-7757	Davenport, IA 52803
UEI: **WJCNAUXKNRL7**	UEI: **YVM9ZFVLJKX5**
DUNS: **020156857**	DUNS: ______________________

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the City of Davenport, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The City provides the following information regarding the source of federal funds:

Federal Award Identification Number (FAIN):	SLFRP1078
Federal Award Date:	May 19, 2021
Assistance Listing Number (ALN):	21.027
Federal Awarding Agency:	Department of the Treasury
Total Amount of the Federal Award:	$ 40,896,926
Research & Development:	No
Maximum Amount of Federal Funds Obligated by this Amendment:	$ 100,000
Initial Amount of Federal Funds Obligated to Subrecipient:	$ 60,000

ATTACHMENT 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 2):

Program Reports:

- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each program quarter to the PTE's Program contact.
- ☐ A Final technical/progress report will be submitted to the PTE's Program contact within 30 days of the end of the Program Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the program as may be required by PTE's Administrative contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Other →

ATTACHMENT 5
Statement of Work & Budget Information

Statement of Work

☒ Below ☐ Attached

As part of the City's Neighborhood Revitalization strategy, the subrecipient will provide temporary housing assistance to families with students enrolled in the district who are experiencing homelessness. This funding will provide emergent housing while the DCSD coordinates with the Salvation Army to find long-term housing assistance.

- Ensure that temporary housing assistance activities are in alignment with the ARPA objectives, that all expenses are appropriately documented, and that reports are prepared as necessary.
- Reports and documentation will include identifying the households assisted, and a detailed accounting of the assistance provided and the cost.
- Note: Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, as a part of the program or services funded with ARPA funds.

Budget Information

☐ Below ☒ Attached

Cost Sharing: ☐ Yes → Amount: $___
☐ No

Indirect Cost Rate (ICR) Applied: ____ %

ICR Type: ☐ Modified total direct costs ☐ Total direct costs ☐ De minimis rate *(2 CFR 200.414)*
☐ Salaries & Wages ☐ Other

Budget Detail

	Budget Total
	Direct Cost: ________
	Indirect Cost: ________
	Total Cost: ________

Regional Transitional Housing and Neighborhood Stabilization - Regular ARPA Proposal

Staff Proposed Allocation for Council Consideration

	Minimum Budget - $525K		Maximum Budget - $900K	
One Eighty	$ 85,000	Acquisition/Rehab	$ 110,000	Additional for rehab
Live Lead Free QC	$ 65,000	4 projects	$ 119,000	7 projects
Vera French Housing	$ 130,000	New Construction	$ 280,000	Affordable housing
EHDG	$ 45,000	2 projects	$ 70,000	3 projects
Salvation Army	$ 140,000	Rental deposits	$ 221,000	Additional rental deposits
School District	$ 60,000	(note - $20,000 previously funded)	$ 100,000	Temporary Housing Assistance
Totals	**$ 525,000**		**$ 900,000**	

City of Davenport

Department: Administration | **Action / Date**
Contact Info: Brian Krup | 563-326-6163 | **11/20/2024**

Subject:
Resolution approving a street closure request on the listed dates and times for an outdoor event.

Village of East Davenport Business Association; Christmas in the Village; Village of East Davenport; 5:00 p.m. - 10:00 p.m. Friday, December 6, 2024 and Saturday, December 7, 2024; **Closures:** Mound Street from East 11th Street to East 12th Street. [Ward 5]

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.

Christmas in the Village | City Council approved road closures for this event on October 9. An additional request came in to close Mound Street between East 11th Street and East 12th Street.

Attachments:
1. Resolution
2. Christmas in the Village Street Closure Map

Resolution No. ________________

Resolution offered by Alderman Jobgen.

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

RESOLUTION approving a street closure request on the listed dates and times for an outdoor event.

Village of East Davenport Business Association; Christmas in the Village; Village of East Davenport; 5:00 p.m. - 10:00 p.m. Friday, December 6, 2024 and Saturday, December 7, 2024; ***Closures:*** *Mound Street from East 11th Street to East 12th Street. [Ward 5]*

WHEREAS, the City, through its Special Events Policy, has accepted the above application for an event on the listed dates and times that is requesting street closures; and

WHEREAS, upon review of the applicatios, it has been determined that streets will need to be closed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street requests is hereby approved and staff is directed to proceed with the closure.

Passed and approved this 26th day of November, 2024.

Approved: Attest:

_________________________ _________________________

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

E 12th St
Kelso's Corner
Here's The Scoop
Ice Cream
The 11t
Precinc
Grill
Mound St
E 11th St
E 11th St
Corner Deli
Closure

City of Davenport

Department: Administration | **Action / Date**
Contact Info: Brian Krup | 563-326-6163 | **11/20/2024**

Subject:
Motion approving a noise variance request on the listed date and time for an outdoor event.

Village of East Davenport Business Association; Christmas in the Village; Lindsay Park | 2205 East 11th Street; around 9:00 p.m. for approximately 15-20 minutes Saturday, December 7, 2024; Fireworks, 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.

Christmas in the Village | The Village of East Davenport Business Association notifies neighbors on their Facebook page as well as on NextDoor. The City sent an email to 17 Good Neighbor Project leaders around the Village on November 13, 2024 asking for their assistance in alerting as many neighbors as possible using email, text, and/or Facebook groups; NextDoor app; etc. Any objections have been requested to be submitted in writing to the Deputy City Clerk by 12:00 p.m. on Tuesday, November 26, 2024. Any objections received will be forwarded to the City Council.

Attachments:
1. Christmas in the Village GNP Email

Krup, Brian

From: GNP
Sent: Wednesday, November 13, 2024 2:59 PM
Subject: Christmas in the Village

Good afternoon, GNP Leaders!

The City of Davenport is assisting the Village of East Davenport in being a good neighbor by helping communicate to the surrounding area about the upcoming Christmas in the Village event that will conclude with a short fireworks show on Saturday, December 7 around 9:00 p.m. for approximately 15-20 minutes. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; NextDoor app; etc):

Date: Saturday, December 7, 2024
Time: *Event:* 6:00 p.m. – 9:00 p.m. | *Fireworks:* Beginning around 9:00 p.m. and lasting approximately 15-20 minutes.
Location: Fireworks shoot site will be Lindsay Park

Anyone opposed to this fireworks request can submit it in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 12:00 p.m. on Tuesday, November 26.

As always, we appreciate your collaboration with the City and being good neighbors.

Thanks!

Allie McWilliams
Community Engagement Coordinator | Administration
City of Davenport

T 563-888-3202
226 W 4th St, Davenport, IA 52801

davenportiowa.com

City of Davenport

Department: Finance | **Action / Date**
Contact Info: Jamie Swanson | 563-326-7795 | **11/20/2024**

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

German American Heritage Center and Museum (German American Heritage Center) - 712 West 2nd Street (Parking Lot) - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

The Vintage Wine Bar (The Vintage Wine Bar, LLC) – 421 West River Drive (Parking Lot) – Temporary Outdoor Event 12/04-12/08 – License Type: Special Class C Beer/Wine (On-Premises)

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

Ward 2

Aldi, Inc #81 (Aldi, Inc) - 3643 West Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #4010 (DolGenCorp, LLC) - 3936 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Wal-Mart Supercenter #5115 (Wal-Mart Stores, Inc) - 3101 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Ward 3

Abarrotes Carillo, LLC (Abarrotes Carillo, LLC) - 903 West 3rd Street - License Type: Class C Liquor (On-Premises)

Front Street Brewery (Front St Brewery, Inc) - 208 East River Drive - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) - 200 East 3rd Street - License Type: Class C Liquor (On-Premises)

Me & Billy (Me and Billy's) - 200 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 South Gaines Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Wooden Nickel (JNSS, Inc) - 2042 West 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Circle Tap, The (Circle Tap, Inc) - 1345 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hilltop Grocery & Spirits (Hilltop Grocery, LLC) - 1312 Harrison Street - License Type: Class E Liquor (Carry-Out)

Ward 5

Bley’s Tap (JBCW, LLC) - 215 East 29th Street - License Type: Class C Liquor (On-Premises)

Jesse's Mart (Guru Nanak Petro Mart, Inc) - 412 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Save More (Guru Nanak Food Mart, Inc) - 405 East Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 6

The Clubhouse (Clubhouse Beverage, LLC) - 4800 Elmore Avenue Unit 100 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Dollar General Store #254 (DolGenCorp, LLC) - 2170 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #9381 (DolGenCorp, LLC) - 109 East 50th Street - License Type: Class B Beer/Wine (Carry-Out)

Fairfield Inn And Suites (HOA Hotels, LLC) - 4401 Elmore Avenue - License Type: Special Class C Beer/Wine (On-Premises)

The Grape Life (The Grape Life Wine Store & Lounge, LLC) - 3402 Elmore Avenue - License Type: Class C Liquor (On-Premises)

Jersey Grille (Jersey Grille, Inc) - 5255 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Lindsay Park Yacht Club (Lindsay Park Yacht Club, Inc) - 2101 East River Drive - Outdoor Area - License Type: Class F Liquor (On-Premises)

Steel Plow Burger (Steel Plow Burger II, LLC) - 1430 East 52nd Street Unit 3 - Outdoor Area -

License Type: Class C Liquor (On-Premises)

Ward 7

Columbus Club of Davenport Iowa (Columbus Club of Davenport) - 1111 West 35th Street - License Type: Class C Liquor (On-Premises)

Ganzo's (Ganzo's, LTD) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Public House Davenport (Public House Davenport) - 5260 Northwest Boulevard - License Type: Class C Liquor (On-Premises)

Tobacco 4 Less (Chapai and Sons, LLC) - 3545 Eastern Avenue - License Type: Class E Liquor (Carry-Out)

Ward 8

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc) - 2303 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Speedway 4221 (Speedway, LLC) - 8320 Hillandale Road - License Type: Class B Beer/Wine (Carry-Out)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

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

Action / Date
11/20/2024

Subject:
Resolution accepting work completed under the Davenport Municipal Airport South Ramp Reconstruction project by Langman Construction, Inc of Rock Island, Illinois in the amount of $1,212,807, CIP #20015. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The South Ramp (Apron) pavement dated back to 1947 and given the age and severity of the distress, it was determined that it had served beyond its useful life. The airport has historically performed panel replacement on a regular basis in order to maintain the pavement at a serviceable level; however, the pavement had deteriorated to a point where it is no longer cost effective to continue with panel replacements. A comprehensive reconstruction was done as the most cost-effective option.

Funding for this project is budgeted in CIP #20015. The source of funding is through an FAA Airport Improvement Program grant of $641,526 (53%), State of Iowa Aviation Bureau grant of $400,000 (33%), and CIP #20015 in the amount of $171,281 (14%).

Attachments:
1. Resolution

Resolution No. _______________

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Davenport Municipal Airport South Ramp Reconstruction project by Langman Construction, Inc of Rock Island, Illinois in the amount of $1,212,807, CIP #20015.

WHEREAS, the City of Davenport entered into a contract with Langman Construction, Inc of Rock Island, Illinois for the Davenport Municipal Airport South Ramp Reconstruction project

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

WHEREAS, the final cost of the project was $1,212,807.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Davenport Municipal Airport South Ramp Reconstruction project by Langman Construction, Inc of Rock Island, Illinois in the amount of $1,212,807 is hereby accepted.

Passed and approved this 26th day of November, 2024.

Approved:

____

Mike Matson
Mayor

Attest:

____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works	**Action / Date**
Contact Info: Zach Peterson | 563-328-6709	**11/20/2024**

Subject:
Resolution approving Change Order #1 in the amount of $104,100 to Play Pro Recreation of Clive, Iowa for the Emeis Park Phase II | Adaptive and Inclusive Playground project, CIP #ARP10. [Ward 1]

Recommendation:
Adopt the Resolution

Background:
This change order will allocate some remaining American Rescue Plan Act (ARPA) funds for the purchase of additional adaptive and inclusive play equipment for the Emeis Park Phase II | Adaptive and Inclusive Playground project. This additional equipment will further support the "seven senses at play" (tactile, visual, auditory, vestibular, proprioception, motor planning, social/imaginative) elements targeted in an inclusive play environment, as well as providing additional shade cover for park patrons.

CONTRACT SUMMARY

Original Contract Amount	$250,000 (Council Approved)
Change Order #1	$104,100
Total Amended Contract	**$354,100**

Attachments:
1. Resolution
2. City_of_Davenport_Emeis_Park_Final_Site_Plan_Final View 5
3. City_of_Davenport_Emeis_Park_Final_Site_Plan_Final View 4

Resolution No. _______________

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving Change Order #1 in the amount of $104,100 to Play Pro Recreation of Clive, Iowa for the Emeis Park Phase II | Adaptive and Inclusive Playground project, CIP #ARP10.

WHEREAS, the City entered into a contract with Play Pro Recreation of Clive, Iowa for the purchase of adaptive and inclusive play equipment for the Emeis Park Phase II | Adaptive and Inclusive Playground project; and

WHEREAS, additional unencumbered American Rescue Plan Act (ARPA) funding is available for the purchase of additional adaptive and inclusive play equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Change Order #1 in the amount of $104,100 to Play Pro Recreation of Clive, Iowa for the Emeis Park Phase II | Adaptive and Inclusive Playground project is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

City of Davenport

Department: Public Works | **Action / Date**
Contact Info: Clay Merritt | 563-326-7734 | **11/20/2024**

Subject:
Resolution approving the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain LLC of Long Grove, Iowa in an amount not to exceed $300,000, CIP #30057 & #35061. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This renewal will option a second year of the on-call sewer televising, inspecting, and cleaning services contract. Renewal options shall be limited to a total of five (5) years from the original executed contract date. This contract provides on-call sewer televising, inspecting, and cleaning services on an as-needed basis relating to capital improvement projects.

Funding for this contract is from accounts 71583683 530350 30057 | Inflow and Infiltration Removal and 70085681 530350 35061 | CY 2023 High Volume Street Repair.

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 renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain LLC of Long Grove, Iowa in an amount not to exceed $300,000, CIP #30057 & #35061.

WHEREAS, the City needs to contract for on-call sewer televising, inspecting, and cleaning services; and

WHEREAS, Kline Sewer & Drain LLC of Long Grove, Iowa was evaluated via a competitive procurement process and determined to fit the needs of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain LLC of Long Grove, Iowa in an amount not to exceed $300,000 is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

City of Davenport

Department: Public Works | **Action / Date**
Contact Info: Clay Merritt | 563-326-7734 | **11/20/2024**

Subject:
Resolution awarding a contract for the base bid of the Main Street Landing project to Valley Construction Company of Rock Island, Illinois in the amount of $14,899,000 and adding $1,562,481 contingency funds for a total of $16,461,481, CIP #ARP14. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on October 1, 2024, and sent to contractors. On October 31, 2024, the Purchasing Division opened and read five (5) responsive and responsible bids. Valley Construction Company of Rock Island, Illinois was the lowest responsive and responsive bidder and is recommended for award.

The Main Street Landing project consists of the construction of a new riverfront park south of the Canadian Pacific Kansas City Southern (CPKC) rail line approximately from the landing area to east of LeClaire Park to the amphitheater located to the west of the Pershing rail crossing. This also includes the parking lot directly underneath the Skybridge north of the rail tracks. The main components of the new park include, but are not limited to:

• Pedestrian bridge over CPKC rail
• Signature play tower
• Roller dam play features
• Interactive water feature
• Multi-use court space and ice rink
• Restroom facility
• Overlooks
• Natural area

This project is funded through ARP14 | MSL Adventure Play & Event Lawn.

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 base bid of the Main Street Landing project to Valley Construction Company of Rock Island, Illinois in the amount of $14,899,000, and adding $1,562,481 contingency funds for a total of $16,461,481, CIP #ARP14.

WHEREAS, the City of Davenport needs to contract for the Main Street Landing project; and

WHEREAS, Valley Construction Company of Rock Island, 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 base bid of the Main Street Landing project is hereby awarded to Valley Construction Company of Rock Island, Illinois in the amount of $14,899,000 with an added $1,562,481 contingency funds for a total of $16,461,481.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
_________________________	_________________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Main Street Landing

BID NUMBER: 25-32

OPENING DATE: October 31, 2024

FUNDING: ARP12 | MSL Adventure Play & Event Lawn

RECOMMENDATION: Award the contract for the base bid to Valley Construction Company of Rock Island, IL in the amount of $14,899,000.

VENDOR NAME	**BASE BID**
Valley Construction Company of Rock Island, IL	**$14,899,000**
General Constructors, Inc. of Bettendorf, IA	$15,265,367
Russell Construction Co., Inc. of Davenport, IA	$15,385,000
McCarthy Improvement Company of Davenport, IA	$16,708,700
Tricon General Construction of Dubuque, IA	$18,820,000

Approved By [redacted]
Purchasing Date

Approved By [redacted]
Dept. Director Date

Approved By [redacted]
Budget/CIP Date

Approved By [redacted]
Interim Finance Director Date

City of Davenport

Department: Public Works	**Action / Date**
Contact Info: Clay Merritt | 563-326-7734	**11/20/2024**

Subject:
Resolution awarding a contract for the Skybridge Lighting Enhancement project to Crawford Company of Rock Island, Illinois in an amount not to exceed $408,261, CIP #ARP12. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
A Request for Proposals (RFP) issued and sent to vendors on October 14, 2024. The submission period ended on November 1, 2024 and the Purchasing Division opened and announced one (1) proposal.

A committee evaluated the proposals on the following criteria set forth in the RFP:

- Proposed Pricing | 40%
- Available Support | 20%
- Examples of Similar Successful Deployments | 20%
- Vendor References | 20%

Crawford Company is recommended for award by the committee. This contract will provide installation and support of a new programmable colored lighting system for the Skybridge as well as removal of the current system.

Funding for this contract comes from CIP #ARP12 | MSL Adventure Play & Event Lawn.

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 Skybridge Lighting Enhancement project to Crawford Company of Rock Island, Illinois in an amount not to exceed $408,361, CIP #ARP12.

WHEREAS, the City needs to contract for Skybridge Lighting Enhancement project; and

WHEREAS, Crawford Company of Rock Island, Illinois was determined to be the best fit for the project through staff evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Skybridge Lighting Enhancement project is hereby awarded to Crawford Company of Rock Island, Illinois in an amount not to exceed $408,361.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Skybridge Lighting Enhancement

BID NUMBER: 25-34

OPENING DATE: November 1, 2024

FUNDING: ARP12 | MSL Adventure Play & Event Lawn

RECOMMENDATION: Award the contract to Crawford Company of Rock Island, IL.

VENDOR NAME	LOCATION
Crawford Company	**Rock Island, IL**

Approved By [redacted]

Approved By [redacted]

Dept. Director   Date

Approved By [redacted]

Budget/CIP   Date

Approved By [redacted]

Interim Finance Director   Date

City of Davenport

Department: Public Works **Action / Date**
Contact Info: Clay Merritt | 563-326-7734 **11/20/2024**

Subject:
Resolution awarding a contract for engineering services for the Goose Creek Park Streambank Stabilization and Environmental Restoration project to Eocene, Inc of Johnston, Iowa in the amount of $266,986, CIP #33061. [Ward 8]

Recommendation:
Adopt the Resolution

Background:
In an effort to better distribute streambank stabilization projects throughout City-owned properties and incorporate environmental justice more fully to project areas, the Goose Creek Park Streambank Stabilization and Environmental Restoration project was identified as a high priority. The City of Davenport entered into a contract with Impact 7G (now Eocene) in 2022 to perform work on grant applications and preliminary plan design. This contract is for full design of the project and administration of the Land and Water Conservation Fund (LWCF) grant. The full scope of the project has an estimated cost of $1,600,120. Both Impact 7G (now Eocene) and City Natural Resources staff have been actively seeking out grant dollars in order to fully fund the Goose Creek project. The City has preliminary approval from the LWCF for a grant of $200,000. Other grants that have been acquired include the Five Star Urban Waters grant through Arconic at $70,000, the Iowa American Water Environmental grant at $43,759 and an Iowa Department of Agriculture and Land Stewardship grant of $99,000. The CIP budgeted for the project totals $640,000 over FY 2025 and FY 2026. Approximately $230,000 of available fee-in-lieu of stormwater management funds will also be utilized.

Project partners include the Davenport Community School District, Partners of Scott County Watersheds, X-Stream Cleanup, Davenport Parks and Recreation, the US Fish and Wildlife Service, QC Audubon Society and QC Wild Ones.

Other best management practices included with the overall project include:

- Community engagement with adjacent residential neighborhoods
- Streambank stabilization with floodplain benching and in-stream habitat
- Nature-based play features
- Stream access and crossing points
- Native prairie establishment
- Canopy restoration through tree planting
- A series of bioretention cells
- Public education interpretive signage

Attachments:
1. Resolution

2. Agreement

Resolution No. _______________

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the Goose Creek Park Streambank Stabilization and Environmental Restoration project to Eocene, Inc of Johnston, Iowa in the amount of $266,986, CIP #33061.

WHEREAS, Eocene, Inc of Johnston, Iowa is providing all survey, design, and plans for the Goose Creek Park Streambank Stabilization and Environmental Restoration project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the Goose Creek Park Streambank Stabilization and Environmental Restoration project is hereby awarded to Eocene, Inc of Johnston, Iowa in the amount of $266,986.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
__________________________	__________________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

Consultant Agreement

This Agreement made and entered into this _____ day of November 2024, by and between the City of Davenport, a municipal corporation, hereinafter referred to as the City and Eocene, Inc., of 8951 Windsor Pkwy, Johnston, IA 50131, hereinafter referred to as the Consultant.

Project Name: Goose Creek Restoration and Park Improvements

Project Description:
This project consists of several improvements within Goose Creek Park. Work includes stream restoration design for Goose Creek using natural channel design and stabilization techniques, and the addition of creek access points. Park improvements include the addition of a trail, natural playscapes, and educational signage related to streams, wetlands, and water quality.

The City of Davenport was preliminarily awarded a Land and Water Conservation Fund (LWCF) Grant in the amount of $200,000 that is expected to be used for the construction of creek access points, natural playscapes, and a portion of the trail. The final step in the application process is approval by the National Park Service. LWCF grant administration is included in this agreement.

It is anticipated that this project will benefit from a strong public engagement and education component. A variety of methods are proposed with the goal of reaching a varied demographic through post card mailers, two public events with interactive exhibits, and a project video featuring footage and interviews collected before, during, and after project completion.

F

Now Therefore, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. Scope of Services

Consultant agrees to perform the following services for the City, and to do so in a timely manner and in accordance with the standard of care.

This Scope of Services includes project and grant administration, design, field surveys, and a public engagement and education component. The following tasks build upon the existing 30% design, which includes realignment of Goose Creek to improve stream function and reduce impacts to existing infrastructure, incorporating natural channel stabilization techniques, removing any unwanted vegetation adjacent to stream banks, adding access points to the creek, and native vegetation establishment in select areas of the park where feasible. This scope also provides for trail design, coordination with the city and park equipment vendors, and design of eight (8) permanent educational signs.

1. Project Management

a. **Project Kick-Off Meeting**: hold a Project Kick-Off Meeting with the Client to discuss the scope and nature of the project, and to refine the project's goals, objectives, and schedule. Eocene staff will work with the Client to identify interested public and private agencies or persons who will need to be consulted about various aspects of the project.

b. Provide oversight of all project tasks.
c. Provide timely and coordinated communication to and from the Client for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
d. Ensure the scope of services are completed and plans prepared according to contract.
e. Ensure timely completion of deliverables and project schedule is maintained.
f. Identify potential design risks and deliver solutions.
g. Review billed hours by the design team and prepare invoice statements for the Client.

2. Grant Administration

a. Administration of the Land and Water Conservation Fund Grant on behalf of the City of Davenport.

3. Field Surveys

a. Topographic Survey and Data Collection
   i. Contact Iowa One Call and coordinate public utility locations with utility Clients.
   ii. A topographic survey of the design reach will be completed with sufficient detail to design the proposed improvements. Field survey will include any structures, manholes, pipe aprons, posts, etc., and other visible features above ground. Non-visible below ground structures will be shown from information provided by the Client and are approximate. Contours will be shown at 1-foot intervals.

b. **Complete Iowa River Restoration Toolbox Assessment** for 2-5 stream reaches. Reach locations and number of reaches will be determined during the field assessment. The following data will be collected for each reach:
   i. Longitudinal profile survey.
   ii. Cross section survey (riffles and pools)
   iii. Pebble count – representative
   iv. Pebble count – active bed
   v. Sediment samples (bar sample or pavement/sub-pavement sample) and sieve analysis.
   vi. Habitat assessment, including dominant riparian vegetation and woody debris.
   vii. Assessment of planform and streambed stability.
   viii. Other stability indices including:
      a. BANCS model
      b. Pfankuch's stability analysis conducted for upstream supply reach and study reaches.

4. Design and Permitting

a. Preliminary Plans
   i. Stream assessment summary:
      a. Classification of valley type and stream type using the Rosgen Classification system.
      b. Iowa Rivers Best Management Practices Decision Tool with existing and design conditions.
   ii. Review topographic, stream survey, and utility survey data and refine the existing 30% plans as necessary.
   iii. Submit 30% plans to the City via E-Plan system. Include permits, plans, and

specifications.

iv. Prepare 60% Design and Plan Set.
   a. Develop design data, models, and documentation.
   b. The 60% design plan set will include elevations, site features, existing utilities resulting from the topographic surveys performed, existing and proposed grade, proposed stabilization methods, updated stream alignment, seeding plan, and identify any impacts to the disc golf course.

v. Prepare and submit a preliminary Opinion of Probable Construction Costs to the Client.

vi. Submit 60% plans to the City via E-Plan system. Include permits, plans, and specifications.

b. Permitting

i. Prepare a USACE permit application package and/or Preconstruction Notification (PCN) and acquire permit/project authorizations from USACE, which will include a wetland delineation report, identification of all wetland boundaries, calculated acreage figures and impacts (nearest 0.01 acre), coordination with USACE to facilitate permitting, prepare and mail letters of consultation to applicable state and federal agencies for comments about the project including: U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and State Historic Preservation Office A Phase 1 Archaeological Investigation has been completed under a separate contract.

ii. Prepare a no-rise certificate and submit a Floodplain Development Permit to Iowa DNR and the City of Davenport.

c. Final Design Services

i. Prepare 90% Design, Plan Set, and Specifications
   a. Review preliminary plan comments from the Client and internal QA/QC review and incorporate into the final design and plans.
   b. Refine design data, models, and documentation.
   c. The 90% plans will include: Title sheet, project-specific details, typical sections, quantities, estimate references and general notes, erosion control, bank stabilization details and grading, plan and profile, removals, survey reference information, staging, construction access, and phasing.
   d. Eocene will identify any easements necessary for the construction of the project and show easements, legal descriptions, right-of-way and property lines on the plans. The Client will be responsible for appraising and negotiating all easement and land acquisitions.
   e. Conduct internal QA/QC review for the final design phase plans and documents.
   f. Prepare an updated Opinion of Probable Construction Costs.

ii. 90% Review Meeting
   a. Conduct a meeting to review the final design. Only minor alterations to the plan will occur at this stage.
   b. Final 100% Plans and Specifications

iii. Submit 90% plans to the City via E-Plan system. Include permits, plans, and specifications.

iv. Address any remaining comments resulting from E-Plan review.

v. Provide final plans to the Client.
vi. Provide the project manual to the Client. Eocene shall prepare a project manual that consists of the City of Davenport front-end contract documents modified to support the project.
vii. Provide an updated Opinion of Probable Construction Costs to the Client based upon the final design. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs.

d. Bidding Services

i. Advertising
   a. Answer questions from potential contactors, subcontractors, and suppliers, and coordinate with the Client during this phase of services.
ii. Bid Opening
   a. The Project will be let by the Client, and the Consultant will:
      - Confirm bid prices.
      - Recommend award of contract to the Client.

5. Public Engagement and Education

a. **Two (2) Public Events**
i. For Adults – Vision boards with stickies for engagement/preference.
ii. For Kids – Custom coloring pages challenging kids to draw a "healthy stream."
iii. Small giveaways for kids and adults to encourage participation.
iv. Light snacks and refreshments available.
v. Eocene will create three (3) social media graphics one (1) event flyer to promote the events.
vi. Deliverables
   a. Summary reports and written documentation of public engagement interactions.
   b. All physical materials resulting from public engagement are given to City.
   c. Photos, videos, flyers, and other digital media from event.

b. One (1) Postcard Mailer
i. Content
   a. Event details for both upcoming events.
   b. Brief description of the project and goals.
ii. Coverage
   a. Approximately 2,387 mail pieces in area identified by Client.
iii. Deliverable
   a. Trifold mailer sent to residents near Goose Creek designed, printed, and posted.
   b. Excess mailers and undeliverable mailers will be given to City.

c. One (1) Social Media Video
i. Interview current residents and other project stakeholders in an effort to understand the neighborhood's relationship with the stream, and the intent and importance of the project.
ii. Short (2-4) minute video that can be used on social media/website/presentations/news outlets detailing the project and stakeholder insights.

iii. Deliverables
   a. One (1) storyboard that City agrees to before filming that outlines speakers, content, and general focus of the video.
   b. One (1) final video in web, social media, and highest quality formats.
   c. All raw media footage.

d. Educational Signage

   i. Design eight (8) educational signs. These are anticipated to be located adjacent to the stream near the pedestrian bridge, park entrance, park shelter, and at one stream access point. Signage will discuss project features and its positive impact on water quality.

II. Time of Completion

The Consultant shall complete the following phases of the Project in accordance with the schedule shown.

The project will commence immediately upon receipt of the executed contract from the client. Below is an approximate project schedule.

Notice to Proceed – November 2024
Survey – Winter 2024-2025
Public Engagement (1st Event) – Spring 2025
Complete 60% Plans – June 2025
Public Engagement (2nd Event) – Summer 2025
Complete Final Plans – Fall 2025
Complete Educational Signage – Fall 2025
Bidding – Winter 2025-2026

III. Compensation for Services

Task	Cost
1. Project Management	$ 27,135
2. Land and Water Conservation Fund Grant Administration	$ 13,410
3. Field Survey	$ 25,563
4. Design, Permitting, and Bidding Services	$ 147,500
5. Public Engagement and Educational Signage	$ 53,378
Total	$ 266,986

IV. General Terms <Changes to this section require review by Legal Department>

A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
2. To discriminate against any individual in terms, conditions, or privileges of

employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

B. Should the City terminate this Agreement, the Consultant shall be paid for all services performed up to the time of termination. However, such sums shall not be greater than the "not-to-exceed" amount listed in Section III. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant. The Consultant may terminate this Agreement upon seven (7) calendar days' written notice to the City for City's breach of this Agreement.

C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.

D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.

E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files. Consultant may rely upon the information provided by the City.

F. It is further agreed that no Party to this Agreement shall perform contrary to any applicable state, federal, or local law or any of the ordinances of the City of Davenport, Iowa.

G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the services set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance and Consultant shall be paid by the City for such attendance at meetings.

H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City's use of such documents on other projects.

I. The Consultant agrees to furnish all reports, specifications, and drawings, with the seal of a professional engineer affixed thereto or such seal as required by Iowa law.

J. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.

K. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.

L. The City agrees to tender the Consultant all fees within 30 days of receipt of invoice, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement, or if an invoice amount is disputed by the City, shall constitute grounds for the City to withhold payment, upon notification to the Consultant, of the amount sufficient to properly complete the Project in accordance with this Agreement.

Nonpayment within 45 days of receipt of invoice may, at Consultant's option, result in the suspension of services. Consultant will resume services upon payment in full of all undisputed invoice amounts and shall not be liable to the City for such a suspension related to non-payment.

M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.

N. Upon signing this Agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this Agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

O. Indemnification.

1. To the full extent permitted by law, Consultant agrees to indemnify, and hold harmless the City against any and all claims, demands, suits, loss, expenses, including reasonable attorney's fees, and for damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the services provided by Consultant to the City pursuant to the provisions of this Agreement.

2. Consultant will indemnify the City for damages or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the services provided by Consultant to the City pursuant to this Agreement, and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant as determined through claim negotiation, mediation, arbitration, or legal proceedings.

3. The Consultant's obligation to indemnify the City shall not include the obligation to indemnify, hold harmless, or defend the City against lability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.

4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Davenport, Iowa its Mayor, City Council members, employees, and volunteers.

P. Insurance

1. The Consultant agrees at all times material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions in the sum of $1,000,000 Per Claim, $2,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause (endorsement) shall be added.
2. The Contractor shall secure and maintain such primary insurance policies as will protect the Contractor and/or the Subcontractors from claims for bodily injuries,

death or property damage which may arise from operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone employed by the Contractor directly or indirectly.

3. The following insurance policies are required unless other limits are specified in the "Advertisement for Bids" or "Special Provisions." The City of Davenport must always be listed as an additional insured under General Liability. Certificate Holder shall be City of Davenport, ATTN: Kelley Shook, 226 W. 4th St., Davenport, IA 52801 and be added as additional insured on a primary basis.

- Commercial General Liability
    - Each Occurrence: $1,000,000
    - General Aggregate: $2,000,000
    - Products Completed: $1,000,000

- Commercial General Liability
    - Any Auto, Hired & Non-Owned, Combined Single Limit: $1,000,000

- Excess Liability Umbrella
    - $1,000,000

- Statutory Workers' Compensation
    - With waiver of subrogation in favor of the city of Davenport.

4. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant's insurer. Certificate Holder shall be City of Davenport, ATTN: Kelley Shook, 226 W. 4th St., Davenport, IA 52801 and be added as additional insured on a primary basis.

5. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care.

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

2. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering, Architecture or Surveying Profession, as applicable.

3. Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Consultant.

4. All services done as part of this Agreement are subject to current Federal, State, or Local Laws, Regulations and/or Codes and shall comply with such applicable Laws, Regulations and/or Codes.

5. All design and survey services under this Agreement shall be performed under the direction and control of an engineer, surveyor, or architect licensed in Iowa. Engineering, architectural, and land surveying documents, including plans, specifications, and reports, shall be sealed by an engineer, surveyor, or architect licensed in Iowa.

6. Consultant shall design all Project elements to comply with all applicable Federal, State and local laws, regulations, standards and building codes, including but not limited to the Americans with Disabilities Act (ADA) as amended.

R. Consultant agrees it will not use the City name, logos, trademarks or any intellectual property of the City in any manner, including commercial advertising, portfolio or other business reference, without the express prior written consent of the City.

S. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.

T. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Scott County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

V. Dispute Resolution

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction in Scott County, Iowa.

W. Opinion of Probable Cost

Any opinions of probable cost prepared by Consultant are supplied for general guidance of City only. Consultant has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City.

X. Changes

City may make changes to the scope and schedule of this Agreement. If such changes cause an increase or decrease in Consultant’s fee or schedule for the Services, an equitable adjustment will be made and this Agreement will be modified in writing accordingly by both parties.

Y. Third Party Beneficiaries

Nothing in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either City or Consultant. Consultant's Services are being performed solely for the City's benefit, and no other party or entity shall have any claim against Consultant related to this Agreement.

For the City	Eocene Environmental Group
By:______________________________	By:______________________________
Title:____________________________	Title: Melissa Campbell, Senior Project Manager
Date:____________________________	Date:____________________________
Attest:__________________________	

City of Davenport

Department: Public Works **Action / Date**
Contact Info: Clay Merritt | 563-326-7734 **11/20/2024**

Subject:
Resolution awarding a contract for the Davenport Public Works Building Partial Masonry Wall Repair project to E&H Restoration LLC of Davenport, Iowa in the amount of $160,493. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on October 25, 2024, and sent to contractors. On November 13, 2024, the Purchasing Division opened and read one (1) responsive and responsible bid. E&H Restoration LLC of Davenport, Iowa was a responsive and responsive bidder and is recommended for award.

This is a repair project that includes, but is not limited to, the furnishing of all labor, materials, and equipment necessary for the removal of portions of non-load bearing concrete masonry unit (CMU) walls at roof joist penetrations and grout between the top of walls and corrugated roof deck. Snow loading has caused the designed deflection of the roof joists to contact the masonry walls during the winter. This contact between the roof joists and masonry walls have displaced the top portions of the wall and broken mortar out of the joints. Removal of masonry units and providing adequate spacing between the wall and joists will eliminate further damage.

This project is funded through 50470720 520236 | Risk Claims.

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 Public Works Building Partial Masonry Wall Repair project to E&H Restoration LLC of Davenport, Iowa in the amount of $160,493.

WHEREAS, the City needs to contract for the partial masonry wall repair at Public Works; and

WHEREAS, E&H Restoration LLC of Davenport, 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 Public Works Building Partial Masonry Wall Repair project is hereby awarded to E&H Restoration LLC of Davenport, Iowa in the amount of $160,493.

Passed and approved this 26th day of November, 2024.

Approved:

____

Mike Matson
Mayor

Attest:

____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2024 Davenport Public Works Building Partial Masonry Wall Removal

BID NUMBER: 25-36

OPENING DATE: November 13, 2024

FUNDING: 50470720 520236 | Risk Claims

RECOMMENDATION: Award the contract to E&H Restoration LLC of Davenport, Iowa in the amount of $160,493.

VENDOR NAME	BID
E&H Restoration LLC of Davenport, IA	**$160,493**

Approved By [redacted]
Purchasing Date

Approved By [redacted]
Dept. Director Date

Approved By [redacted]
Budget/CIP Date

Approved By [redacted]
Interim Finance Director Date

City of Davenport

Department: Public Works | **Action / Date**
Contact Info: Clay Merritt | 563-326-7734 | **11/20/2024**

Subject:
Resolution approving a construction agreement with Iowa American Water - QC District for the Main Street Landing | Water Main Extension project in the amount of $205,892.16, CIP #ARP12. [Ward #3]

Recommendation:
Adopt the Resolution.

Background:
A part of the Main Street Landing project is an extension of the nearby existing water main. Providing water to the site is necessary for plumbing, irrigation, drinking fountains, and water features included with the project. As the regional service provider that owns and operates all the city's water mains, Iowa American Water (IAW) was contacted to do this work. A bid process was held by IAW for qualified contractors and this cost represents the winning bid by Miller Trucking and Excavating. Following construction activities, IAW will own and operate this line.

Funding for this project is out of the Main Street Landing project account, CIP #ARP12.

Attachments:
1. Resolution

Resolution No. _______________

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving a construction agreement for the Main Street Landing | Water Main Extension project with Iowa American Water - QC District in the amount of $205,892.16, CIP #ARP12.

WHEREAS, a part of the Main Street Landing project is extending the nearby existing water main; and

WHEREAS, providing water to the site is necessary for the plumbing, irrigation, drinking fountains, and water features included with the Main Street Landing project; and

WHEREAS, a bid process was held by Iowa American Water for qualified contractors and this cost represents the winning bid by Miller Trucking and Excavating; and

WHEREAS, following construction activities, Iowa American Water will own and operate this line.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a construction agreement for the Main Street Landing | Water Main Extension project with Iowa American Water - QC District in the amount of $205,892.16 is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
__________________________	__________________________
Mike Matson Mayor	Brian Krup Deputy City Clerk

City of Davenport

Department: Fire **Action / Date**
Contact Info: Tyler Schmidt | 563-326-7909 | **11/20/2024**

Subject:
Resolution approving the purchase of a rescue boat for the Fire Department from NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon in the amount of $779,838.75. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This purchase will replace the Davenport Fire Department's current large rescue boat stationed at the boathouse with a more capable and safer vessel. DFD collaborates with the Quad Cities Area Maritime Security Committee and nearby agencies to ensure the safety and security of the Port of Davenport and surrounding ports. The need for an updated rescue boat is due to the high volume of commerce that passes through or across the river, including barges, trains, and commercial passenger vessels. The new rescue boat will feature an enclosed cabin to protect patients from the elements until they can be transferred to an ambulance onshore. Additionally, it will be equipped with navigational and communication equipment to allow for collaboration with the Coast Guard during large-scale incidents.

This purchase is made via Houston-Galveston Area Council (H-GAC) contract FS12-23. H-GAC's Cooperative Purchasing Program, known as HGACBuy establishes contracts through competitive bid/proposal processes and allows local government members access to purchase through these contracts. NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon was awarded H-GAC contract FS12-23 via competitive procurement process.

75% of the purchase will be funded via the FY 2023 Port Security Grant Program award with 25% match from the City of Davenport.

Attachments:
1. Resolution

Resolution No. _______________

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the purchase of a rescue boat for the Fire Department from NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon in the amount of $779,838.75.

WHEREAS, the City needs to replace the Fire Department's large rescue boat with a new vessel, and;

WHEREAS, NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon was awarded Houston-Galveston Area Council (H-GAC) contract FS12-23 via a competitive procurement process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of a rescue boat for the Fire Department from NW Bend Boats, LLC dba North River Boats of Roseburg, Oregon in the amount of $779,838.75 is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:

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Mike Matson
Mayor

Attest:

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Brian Krup
Deputy City Clerk

City of Davenport

Department: Information Technology | **Action / Date**
Contact Info: Cory Smith | 563-888-2162 | **11/20/2024**

Subject:
Resolution approving a payment in the amount of $121,961.72 to Carahsoft Technology Corp of Reston, Virginia for the annual renewal of Managed Detection and Response (MDR) and Identity Threat Protection (ITP) software for the period November 30, 2024 to November 29, 2025. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This purchase utilizes OMNIA Partners contract # R191902. 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. Carahsoft Technology Corp of Reston, Virginia was awarded OMNIA Partners contract #R191902 for Educational Software Solutions and Services based on the sealed proposal RFP #19-19.

This purchase renews the City's Managed Detection and Response (MDR) Software and adds an additional component of Identity Threat Protection (ITP) for the period November 30, 2024 - November 29, 2025. This additional protection layer will further enhance overall cybersecurity.

Funding for this purchase is from account 50450530-560530 | IT Software.

Attachments:
1. Resolution

Resolution No. _______________

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a payment of $121,961.72 to Carahsoft Technology Corp of Reston, Virginia for the annual renewal of Managed Detection and Response (MDR) and Identity Threat Protection (ITP) software for the period November 30, 2024 to November 29, 2025.

WHEREAS, the City needs to renew its Managed Detection and Response (MDR) and Identity Threat Protection (ITP) software for the period November 30, 2024 to November 29, 2025, and;

WHEREAS, Carahsoft Technology Corp of Reston, Virginia was awarded OMNIA Partners contract #R191902 via a competitive procurement process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a payment of $121,961.72 to Carahsoft Technology Corp of Reston, Virginia in the for the annual renewal of Managed Detection and Response (MDR) and Identity Threat Protection (ITP) software for the period November 30, 2024 to November 29, 2025 is hereby approved.

Passed and approved this 26th day of November, 2024.

Approved:	Attest:
___________________________	___________________________
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

City of Davenport

Department: Parks and Recreation **Action / Date**
Contact Info: Chad Dyson | 563-328-7275 **11/20/2024**

Subject:
Resolution awarding a contract for golf cart leasing to Harris Golf Cars of Dubuque, Iowa in the annual amount of $104,700. [Wards 1, 6, & 8]

Recommendation:
Adopt the Resolution.

Background:
A Request for Proposals (RFP) issued and sent to vendors on October 16, 2024. The submission period ended on November 6, 2024 and the Purchasing Division opened and announced three (3) proposals.

A committee evaluated the proposals on the following criteria set forth in the RFP:

- Experience, Qualifications and Expertise | 15%
- Capabilities and Resources | 20%
- Scope of Services | 10%
- References | 5%
- Quality, Thoroughness and Responsiveness of Proposal |5%
- Pricing | 15%
- Liability Issues | 20%
- Geographic Location of Firm | 10%

Harris Golf Cars was determined to best fit the needs of the City and is recommended for award by the committee.

This contract will lease the current golf cart fleet for one season with an option to extend future seasons, limited to a total of five years. Along with the golf cart fleet, the lease will include 2 fairway lounge beverage carts and 2 ranger carts.

- Fleet carts, 168 units | annual lease cost = $99,540
- Beverage cart, 2 units | annual lease cost = $3,900
- Ranger carts, 2 units | annual lease cost = $1,260

Funding for this contract comes from 52104242 520218 | Duck Creek Golf Rental Services, 52104243 520218 | Emeis Golf Rental Services, and 52104245 520218 | Red Hawk Golf Rental Services.

Attachments:
1. Resolution
2. Bid Tab

Resolution No. _______________

Resolution offered by Alderwoman Newton.

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

RESOLUTION awarding a contract for golf cart leasing to Harris Golf Cars of Dubuque, Iowa in the annual amount of $104,700.

WHEREAS, the City needs to lease golf carts for use at the three municipal golf courses; and

WHEREAS, Harris Golf Cars of Dubuque, Iowa was determined to best fit the needs of the City through staff evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for golf cart leasing is hereby awarded to Harris Golf Cars of Dubuque, Iowa in the annual amount of $104,700.

Passed and approved this 26th day of November, 2024.

Approved:

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Mike Matson
Mayor

Attest:

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Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Golf Cart Leases

BID NUMBER: 25-35

OPENING DATE: November 6, 2024

FUNDING: 52104242 520218 | Duck Creek Golf Rental Services
52104243 520218 | Emeis Golf Rental Services
52104245 520218 | Red Hawk Gold Rental Services

RECOMMENDATION: Award the contract to Harris Golf Cars of Dubuque, Iowa.

VENDOR NAME	LOCATION
Harris Golf Cars	**Dubuque, IA**
M & M Golf Cars, LLC	Bettendorf, IA
Miller & Sons Golf Cars LLC	Britt, IA

Approved By [redacted]
Purchasing Date

Approved By [redacted]
Dept. Director Date

Approved By [redacted]
Budget/CIP Date

Approved By [redacted]
Interim Finance Director Date