

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Tuesday, November 26, 2024; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

NOTE CHANGE OF DAY FOR THIS MEETING

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for November 13, 2024.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for November 20, 2024.

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Civil Rights Commission
 - Michael Guster (re-appointment)
 - Ethelene Boyd (re-appointment)
 - Jeff Transou (re-appointment)

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. 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]

XI. Approval of All Items on the Consent Agenda

****NOTE:** These are routine items and will be enacted at the City Council Meeting by one roll

call vote without separate discussion unless an item is requested to be removed and considered separately.

1. 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 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]
5. Resolution setting a Public Hearing on the proposed extension of the Village of East Davenport Self-Supporting Municipal Improvement District (SSMID). [Ward 5]
6. 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]
7. Resolution approving a subaward agreement with One Eighty for housing acquisition and rehabilitation activities using remaining American Rescue Plan Act (ARPA) funding. [All Wards]
8. 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]
9. Resolution approving a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding. [Ward 3]
10. Resolution approving a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding. [All Wards]
11. 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]
12. 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]

13. 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]
14. 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]
15. 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]
16. 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]
17. 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]
18. 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]
19. 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]
20. 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]
21. 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]
22. 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]
23. 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]

24. 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]

25. 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. Other Ordinances, Resolutions and Motions

XIII. Public with Business

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

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

XIV. Reports of City Officials

XV. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council Meeting minutes for November 13, 2024.

Action / Date

11/26/2024

Attachments:

1. 111324 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, November 13, 2024

The City Council of Davenport, Iowa met in regular session on Wednesday, November 13, 2024 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (Alderman R. Dunn, Alderman Kelly, Alderwoman Meginnis, Alderman Reinartz, Alderman Gripp, Alderwoman Newton, Alderwoman Lynch, Alderman T. Dunn, Alderman Jobgen, and Alderwoman Burkholder).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman Kelly

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council Meeting minutes for October 23, 2024.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for November 6, 2024.

VIII. Appointments, Proclamations, Etc.

A. Appointments

APPROVED 2024-461

1. Civil Service Commission

-Darius Sykes (new appointment)

B. Proclamations

ISSUED 2024-462

1. Epilepsy Awareness Month | November 2024

2. ImpactLife Week | November 18-24, 2024

IX. Presentations

HELD

1. 2024 Halloween Parade Award Winners

2. Davenport Fire Department File of Life Initiative

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. *On motion by Alderman Gripp, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Ordinance was adopted.*

Third Consideration: Ordinance amending Chapter 8.15 entitled "Neighborhood Enhancement - Property Maintenance" of the Municipal Code of Davenport, Iowa to add requirements for rent abatement. [All Wards] **ADOPTED 2024-463**

ORDINANCE NO. **2024-463**

AN ORDINANCE AMENDING CHAPTER 8.15 ENTITLED "NEIGHBORHOOD ENHANCEMENT – PROPERTY MAINTENANCE" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ADD REQUIREMENTS FOR RENT ABATEMENT.

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

Section 1. That Section 8.15.155 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.15.155 Notice and order of code official.

B.4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the code enforcement officer:

- a. Will order rent abatement enforcement pursuant to 8.15.155(H), or
- b. Will order the building vacated and posted to prevent further occupancy until the work is completed, and
- c. May proceed to cause the work to be done and charge the costs thereof against the property or its owner.

H. Rent Abatement.

1. Rent abatement enforcement may be authorized by no fewer than two of the following or their designees: 1) Chief Building Official; 2) Director of Development & Neighborhood Services; and/or 3) Fire Marshal when it has been determined that the owner or lessor has, after issuance of a notice of violation of this chapter:
 - a. Failed to provide an essential service (water, sewer, electricity, heat; except tenant-paid utilities);
 - b. Failed to remedy a condition that poses a substantial risk to the health or safety of the tenant; or
 - c. Rented a dwelling unit without a rental license, including renting under suspension or revocation.
2. Rent shall be abated until the condition(s) for which rent abatement was ordered has been remedied and the property or unit(s) meets the minimum standards as deemed by no fewer than two of the following or their designees: 1) Chief Building Official; 2) Director of Development & Neighborhood Services; and/or 3) Fire Marshal. The owner or lessor may not collect or recover rent due from the tenant for the period when the rent abatement order is in effect. The lessor or owner may not seek to recover abated rent payments after the order is lifted. Rent shall be prorated if the abatement order period covers a partial rental payment period. The abated amount will be credited at the time of the next rent payment.
3. Prohibitions.
 - a. Lessees or tenants shall not be evicted for non-payment of rent during a rent abatement period.
 - b. Landlords are prohibited from increasing rent, terminating a lease, refusing to renew a lease, or decreasing services for a period of ninety (90) days from the end of the rent

abatement period. Landlords seeking to appeal or tenants seeking to enforce the length of the restriction may do so using the City of Davenport's appeal process as outlined in the City of Davenport Municipal Code Chapter 2.86 except this appeal can be filed anytime within the ninety (90) day period. All parties, including the tenant, will be notified of the time, date, and location of the hearing. The Administrative Hearing Officer will evaluate the appeal based on Iowa Code Chapter 562A.36 Prohibition Against Retaliation.

4. Notice.

- a. A copy of the rent abatement order shall be provided to the owner or lessor at the address on the rental permit and to the tenant by U.S. mail and by posting the entrance door to the dwelling unit.
- b. Notice of termination of the rent abatement order will be given in the same manner.
- c. All rental dwellings where rent has been ordered abated, regardless of the number of rental units contained in each property or current inspection cycle, may be placed on an accelerated inspection cycle.

5. Nothing in this ordinance shall be construed to limit or reduce any remedies or protections available to tenants under applicable state or federal law. The provisions of this ordinance are intended to supplement, and shall be interpreted in harmony with, all relevant state and federal laws governing tenant rights.

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

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

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

Adopted 11/13/2024: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. On motion by Alderman R. Dunn, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Ordinance was adopted.

Third Consideration: Ordinance to repeal and replace Chapter 15.32 entitled "International Fire Code" of the Municipal Code of Davenport, Iowa to allow for comprehensive formatting changes and adopt the 2021 International Fire Code. [All Wards] **ADOPTED 2024-464**

ORDINANCE NO. **2024-464**

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 15.32 ENTITLED "INTERNATIONAL FIRE CODE" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ALLOW FOR COMPREHENSIVE FORMATTING CHANGES AND ADOPT THE 2021 INTERNATIONAL FIRE CODE.

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

Section 1. That Chapter 15.32 of the Municipal Code of Davenport, Iowa is hereby repealed and replaced with the following:

15.32.010 International Fire Code (2021) adopted.

Except as hereinafter modified, the International Code Council's 2021 International Fire Code, including appendices, is adopted by reference as the fire code of the City of Davenport, Iowa and hereby incorporated by reference into this chapter.

15.32.020 Modifications to 2021 International Fire Code.

The 2021 International Fire Code is modified as follows:

A. 101.1: The City of Davenport.

These regulations shall be known as the Fire Code of the City of Davenport, hereinafter referred to as this code. The following definitions shall be in place:

Wherever the word "jurisdiction" is used in the International Fire Code, it is the City of Davenport.

Wherever the party responsible for the enforcement of the International Fire Code is given a title of "Fire Marshal" and the following definition: "Fire Marshal is the Code Official of the Fire Prevention Bureau" or a duly authorized representative.

Whenever the words "Department of Fire Prevention" are used, they shall be held to mean "Fire Prevention Bureau".

The word "shall" is mandatory, and the word "may" is permissive.

B. 202 (M): Commercial Cooking Appliances.

Appliances used in a commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilations system. Such appliances include deep fat fryers; upright broilers; griddles; broilers; steam-jacketed kettles; hot-top ranges; under-fired broilers (Charbroilers); ovens; barbecues; rotisseries; residential stoves/ovens and similar appliances. For the purpose of this definition, a food service establishment shall include any commercial building or portion thereof used for the preparation and serving of food including for employee purposes.

C. 202: Crowd Manager

Crowd Manager is responsible for safe crowd movement during daily activities and special events, means of egress, assisting venue occupants, and overseeing emergency response and evacuation plans.

307.4.4 Permanent Outdoor Fire Pits or fire feature devices:

Fire Pits shall comply with all of the following restrictions:

1. The fire pit must be located in an approved location at least 15 feet from a structure.
2. If the building is equipped with fire sprinklers and there is an overhang in the area where the firepit is being used, then the overhang must have horizontal sidewall sprinkler protection.
3. There must be an emergency stop button installed within 15 feet (line of sight) to disconnect the fuel gas in the event of an emergency.
4. The emergency shut off must be labeled using a weather proof sign with letters on a contrasting background.
5. Solid fuels are strictly prohibited for fire pits and fire feature devices.

Exception: Fire Pits and fire features used at one-and two-family dwellings.

D. 405.3.1 Group E Schedule:

Fire and evacuation drills in Group E occupancies shall be conducted in accordance with Section 100.31 of the Iowa Administrative Code. Emergency evacuation/ fire drills shall be conducted at least four times a year. Not less than two drills shall be conducted between July 1 and December 31 each year and not less than two drills shall be conducted between January 1 and June 30 of each year.

E. Table 405.3 Amend frequency of Group E Occupancy to footnote d and add footnote d as follows: D. Group E occupancies shall conduct fire and evacuation drills in accordance with Section 405.3.1

F. **503.2.1: Dimensions:**

Fire apparatus access roads shall have a minimum unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4268 mm).

G. **507.5.1: Where required.**

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

H. **507.5.1.1: Hydrant for fire department connections.**

Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception: The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official.

I. **507.5.7 Fire Hydrant Height:**

Fire hydrants shall be installed a minimum of 18 inches from the nominal ground level to the center of the lowest water outlet.

J. **507.5.7.1 Fire Hydrant Outlet Direction:**

All fire hydrants shall be positioned so that the four and one-half (4 ½) connection is facing the street or driveway accessible to the fire department apparatus.

K. **507.5.7 Fire Hydrant Threads:**

All fire hydrants within the City of Davenport shall have National Standard Threads (NST).

L. **901.2 (a) Fire Sprinkler Submittals:**

Water based fire protection systems. A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Water Based Systems Layout OR be a Professional Licensed Engineer with experience in life safety system design. The designer must also be licensed with the State of Iowa Department of Inspections, Appeals & Licensing.

M. **901.2 (b) Fire Alarm Submittals:**

A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Fire Alarm Systems OR be a Professional Licensed Engineer with experience in life safety system design. The designer must also be licensed with the State of Iowa Department of Inspections, Appeals & Licensing.

N. **901.4.6.1 Fire Sprinkler Riser Room:**

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the riser room. Emergency lighting shall be provided in the fire pump room or automatic sprinkler riser room.

O. **901.4.7.3 Environment:**

The fire pump room or automatic sprinkler riser room shall have a supervised room temperature sensor.

P. 901.6.3.2 Records Management:

Inspection record submission. Contractors who perform installation, inspection, testing, and/or maintenance services on fire and life safety systems are required to electronically submit all installation and compliant & non-compliant inspection reports to the Fire Department's 3rd party compliance management platform approved by the Fire Code Official within 30 calendar days of the installation/inspection/repair date. Reports submitted after 30 calendar days may incur late fees.

Q. 903.3.1.2.1 – Group R Balconies and Decks:

Sprinkler protection shall be provided for all exterior balconies, decks, and ground floor patios of dwelling units where the building is required to have a fire sprinkler system installed. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of 14 inches below the deck of the exterior balconies and decks.

R. 903.3.1.2.4 – Fire Sprinklers for Canopies:

A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door and is 12 feet or less in height from the ground regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

S. 903.7- Sprinkler Zones:

Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13 or NFPA 13R and shall provide a sprinkler control valve and waterflow device for each normally occupied floor. The location of sprinkler control valves must be approved by the fire code official.

T. 904.13.2 (a) – Ventilation Operation:

The ventilation system shall shut down the make-up air to the hood and continue to exhaust upon activation of the hood fire extinguishing system. Supply air openings other than part of the hood system shall be a minimum of 6 feet from any part of a Type I Hood. Supply air openings closer than 6 feet must shut down upon activation of the extinguishing system.

U. 905.1 – General.

Standpipe systems shall be provided in new buildings and structures in accordance with Sections 905.2 through 905.12. In buildings used for *high-piled combustible storage*, fire protection shall be in accordance with Chapter 32. For the purposes of this Section 905 "Standpipe Systems", Sections 905.3.1 through 905.6.2 shall be amended by deleting all references to Class II and Class III standpipe systems and inserting Class I standpipe systems in their place.

V. 905.2 – Installation standard.

A Class I standpipe system shall provide 2 ½ inch (63.5 mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Also, 2 ½ inch to 1 ½ inch reducers with 1 ½ inch caps shall be provided on each standpipe outlet. 2 ½ inch and 1 ½ inch threads shall be National Standard Threads (NST). No hose is to be provided.

Exception: Hose may be provided when the facility has an assigned and trained fire brigade.

W. 905.3.9 – Building Footprint and Access

Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road, the fire code official is authorized to require standpipes to be provided in approved locations.

Z. 907.1.4 Fire Alarm Control Panels.

Each building shall have no more than 1 Fire Alarm Control Panel (FACP).

Installation of the fire alarm panel shall not exceed six (6) feet in height measured from the floor to the top of the panel.

Exception 1: Panel height may be altered by the code official.

Exception 2: Suppression system releasing panels are not required to meet the limitation in the number of panels.

AA. 907.1.5 Annunciator Panels.

The Fire code official can require the addition of fire alarm annunciator panels based on the size and access to the building.

AB. 907.2 – Where Required – New Buildings and Structures.

An approved addressable fire alarm system complying with the provisions of this Code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in sections 903.2.1 through 903.2.11 inclusive, subject to the authority having jurisdiction or by section 907.2, whichever shall be more restrictive.

Exception:

1. Buildings with 8 or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the Scott County Emergency Communications Center upon activation of the fire alarm system.
2. R-3 dwellings are not required to meet section 907.2 of this Code.

AC. 907.2 (a). Manual Fire Alarm Pull Boxes:

Manual fire alarm pull boxes ("pull stations") shall be required where deemed necessary by the Code Official.

AD. 907.2 (b). Monitoring:

All fire alarm systems shall be monitored by a UL listed monitoring station.

AE. 907.2 (c). Location:

Each address point identification shall have an alpha/numeric descriptor location for the fire alarm system. This alpha/numeric descriptor location is required to be reported to the Scott County Emergency Communications Center upon activation of the fire alarm system.

AF. 907.2 (d). Where required:

Where corridors and/or hallways are designed as the path of egress, and at the top of stairwells that serve more than two floors and are protected by fire sprinkler systems, they shall also be protected by smoke detection. Smoke detection shall be of the photo electric type or as approved by the Code Official.

AG. 907.2.1 – Fire Alarms in Group A Occupancies:

A manual and automatic fire alarm system shall be installed in accordance with NFPA 72 in Group A Occupancies have an occupant load of 300 or more. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

AH. 907.2.1.3 – Group A Occupancies.

In Group A occupancies with an occupant load of 1,000 or more, the activation of the fire alarm or fire sprinkler system, shall automatically shut down or stop music, sound systems, conflicting or confusing sounds and visual distractions.

AI. 907.2.3 – Group E

In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete automatic sprinkler system shall be provided with a fire alarm system utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. As a minimum, smoke detection shall be provided in corridors at a maximum spacing of 30 feet on center, and heat or smoke detection shall be provided in any hazardous or non-occupied areas in all new or existing Group E occupancies.

Exceptions:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - 1.1. Interior corridors are protected by smoke detectors with alarm verification.
 - 1.2. Auditoriums, cafeterias, gymnasiums, and the like are protected by heat detectors or other approved detection devices.
 - 1.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - 1.4. Off-premises monitoring is provided.
 - 1.5. The capability to activate the evacuation signal from a central point is provided.
 - 1.6. In buildings where normally occupied spaces are provided two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
2. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification appliances will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
3. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

AJ. 907.2.8 Group R General:

Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system. Upon adoption of this Fire Code, Group R-1; Group R-2 apartment houses, condominiums and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries that have existing automatic fire alarm systems shall comply when their existing fire alarm system needs replacement to have that fire alarm system monitored.

AK. 907.2.8.2 – Automatic smoke detection system.

An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R occupancies.

1. Common spaces outside of *dwelling units and sleeping units*
2. Laundry rooms, mechanical equipment rooms, and storage rooms
3. All interior corridors serving *sleeping units or dwelling units*

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units or dwelling units* and where each *sleeping unit or dwelling unit* either has a *means of egress* door opening directly to an exterior *exit access* that leads directly to an *exit* or a *means of egress* door opening directly to an *exit*.

Required smoke alarms in *dwelling units* and *sleeping units* in Group R occupancies shall be interconnected with the fire alarm system in accordance with NFPA 72.

AL. 907.2.11 Single and Multi-station Smoke Alarms:

Listed single and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with provisions of this Code and the household fire warning equipment provision of NFPA 72. Smoke alarms in dwelling units shall be addressable with sounder bases and monitored by the building fire alarm system as a supervisory signal only. Mini horns in dwelling units are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

Note: Section 907.2.11 only applies to R-1, R-2, R-4 and I-1.

Delete the exceptions for 907.6.3

AM. 907.2.24 Mixed Occupancy requirement.

All buildings containing dwelling unit(s) and/or guest room(s) which also contain other occupancies or uses shall be provided with the following protection from fire in addition to all applicable provisions of the International Fire Code, and International Building Code duly adopted by the City.

- (1) All dwelling units and/or guest rooms shall be provided with smoke detectors conforming to the International Fire Code, and International Building Code.
- (2) Alarms, when required shall be interconnected to alert all occupants both residential and non-residential.

AN. 912.4.1 Locking fire department connection caps:

Locking fire department connection caps. Locking fire department connection caps approved by the fire department are required for all new construction that have a water-based fire protection system where the responding fire department carries approved key wrenches for removal. Existing structures that have a water-based fire protection system shall be required immediately after conducting the five-year obstruction and maintenance testing, or if one or more of the fire department caps are missing.

AO. 1010.1.9.1 – Door Hardware.

All exterior doors deemed necessary by the fire code official for emergency access shall have a keyed cylinder and handle for emergency personnel to enter. These exterior doors should be numbered in a sequential order starting with the main entrance (front office door/public entrance). The main entrance should always be #1 with the cardinal direction letter after. i.e. 1N, 7W. Subsequent doors will be numbered in sequential order in a clockwise manner. The font must be a minimum 6" in height and contrast in color of the door. The inside of the door must also be labeled with the corresponding identification 2" in height and contrast in color.

AP. 1028.6 – Exit Discharge Pathways:

Exit discharge pathways shall be paved from all required exits of a building to a public way or parking lot.

AQ. 1203.1.10: Shutdown of Emergency and Standby Power Systems:

In addition to the requirements of NFPA 10 for a remote manual stop, a keyed switch to shut down the generator shall be located at the remote annunciator panel or fire panel. The Code Official shall determine its location. If there is no annunciator or fire alarm panel or the location of these panels is determined to be inadequate for this shut down button, the Code Official shall determine its location.

AR. 3103.2 Temporary Tents and Membrane Structures - Approval required

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official. This will include multiple tents and/or membrane structures placed side by side with an aggregate area in excess of 400 square feet without a fire break clearance of 12 feet.

Exception:

1. Tents used exclusively for recreational camping purposes.

AS. 5601.1 Scope.

The provisions of this chapter shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials and small arms ammunition. The provisions of this chapter also govern the manufacture or display and consumer fireworks. The sale, storage and use of display fireworks and consumer fireworks shall meet the requirements of Iowa Code sections 100.1, 100.19, 100.19A, 364.2 and 727.2. These Iowa Code sections supersede other provisions of IFC Chapter 56 dealing with the sale, storage and use of display fireworks and consumer fireworks.

15.32.030 Open fires and burning.

A. Definitions.

1. OPEN FIRE – Shall mean any burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack. Open fire as used in this section shall not be interpreted to include recreational fires or cooking fires which may be conducted without permit of the fire department.
2. RECREATIONAL FIRE – Shall mean the burning of wood for pleasure, cooking or similar purposes, either contained in a receptacle originally designed and manufactured for such purpose; or uncontained so long as the fire being burned has a total wood fuel area of not more than eight feet in diameter and four feet in height, and the fire is being used in conjunction with camping in a publicly- or privately-owned campground or at least 25 feet from the nearest structure or combustible material.
3. COOKING FIRE – Shall mean the burning of conventional fuel materials such as charcoal, natural or propane gas to cook food in a receptacle such as a barbecue grill or barbecue pit, which was originally designed and manufactured for that purpose.

4. GARBAGE – Shall mean animal and vegetable waste resulting from the handling, preparing, cooking, storing or serving of food or of material intended for use as food.
5. RUBBISH – Shall include, but is not limited to, nonputrescible (not subject to rotting or decay) solid waste consisting of combustible and noncombustible wastes such as ashes, paper, cardboard, tin cans, wood, glass, bedding and crockery.
6. REFUSE – Shall mean putrescible (subject to decay or rotting) and nonputrescible wastes including, but not limited to, garbage, rubbish, household waste, incinerator residue, street cleanings, market and industrial solid wastes and sewage treatment wastes in dry or semi-solid form, organic growth such as vines, weeds, grass, flowers, leaves, plant stems or stalks, or similar growth.
7. BUILDING MATERIALS – Shall mean any material including but not limited to lumber, brick, concrete, plaster, plaster board, gutters, floor coverings, or similar substances accumulated as a result of repairs or additions to existing structures, construction of new buildings, or demolition of existing structures.
8. PROHIBITED MATERIALS – Shall include, but not be limited to, dead animals, waste oil, plastic material, rubber products or materials, tires, tar or tar-based products or materials, asbestos containing materials, creosote containing materials, styrofoam, plastic- or rubber-coated wire, and similar substances.
9. WOOD – As used in this section, shall mean that part of a tree or shrub that consists of a more or less hard and compact substance which makes up the bulk of the trunk and branches of the tree or shrub, and which is concealed from view by the bark, and which when cut transversely is found to consist of concentric layers. Wood does not include tree stumps, shrub stumps, roots, wood products or items manufactured or consisting of processed wood such as lumber, plywood and similar items.

B. Open Fires Prohibited.

No person shall ignite, cause or permit to be ignited, allow or maintain an open fire containing any garbage, rubbish, refuse, building materials, business waste as defined in Chapter 8.08, or prohibited material.

C. Exceptions to Prohibition on Open Fires.

1. The prohibition against open fires shall not be construed to prohibit the open burning of wood, as defined in section 15.32.030 A9, subject to the other requirements imposed by this section. The city, however, does not encourage the burning of wood and will collect wood not larger than six inches in diameter nor longer than five feet in length at curbside during normal solid waste collection if it is securely tied together in a bundle of 50 pounds or less in weight.
2. The fire department may, at its discretion, issue an open burning permit, subject to the other requirements of this section, for the following types of fires:
 - a. Controlled ceremonial bonfires.
 - b. Disaster rubbish. Disaster rubbish includes yard waste and other similar organic waste that may otherwise be prohibited as refuse and building material, which occurs as a result of a community disaster. Disaster rubbish may be burned only when an official declaration has been made that an emergency disaster condition exists and then, only during the period of time designated in the emergency disaster declaration.
 - c. Prescribed agricultural or natural areas. The open burning of fields or other areas planted with vegetation native to this region, may be permitted if necessary for the maintenance of native plants and controlling growth of invasive plant species. Such prescribed burns may only be conducted by personnel approved by the fire marshal or fire chief and with an approved burn plan and burn permit.

d. Bona fide training fires. Fires set for the purpose of bona fide training of public, institutional or industrial employees in methods of firefighting.

e. Flare stacks. Open burning or flaring of waste gases may be permitted.

D. Regulation of Open Fires.

1. Prohibited on Public Property. No person shall ignite, cause or permit to be ignited, allow, maintain or burn a fire in any manner on publicly owned or publicly controlled property. Publicly owned or controlled property includes, but is not limited to, bridges, streets, alleys, sidewalks, boulevards, public rights-of-way, and other public property or places which have not been approved in writing by the fire chief or his designee. This section shall not be construed to prohibit cooking fires in public parks unless otherwise prohibited in this code, recreational fires as allowed on publicly-owned campgrounds unless otherwise prohibited by this code, or approved burning of fields and natural areas, pursuant to Section 15.32.030 C2c.

2. Attending to Fire Required. All open fires, cooking fires and recreational fires shall be continuously attended to by a competent person until the fire is extinguished. A person attending to an open fire, cooking fire or recreational fire must have a garden hose connected to a water supply or an approved fire extinguisher readily available to control the fire.

3. Distance from Structures. Open fires shall not be located, ignited, allowed, permitted or maintained less than 50 feet from any structure or combustible material.

4. Prohibited During Hazardous Conditions. When atmospheric conditions or local circumstances make the burning of open fires hazardous, the fire chief and/or fire marshal may prohibit any or all open fires by issuing a proclamation banning open fires. Such proclamation shall remain in effect until such time as the fire chief and/or fire marshal recalls or cancels the same.

5. Sunrise to Sunset. Open burning is permitted only between sunrise and sunset. All open fires must be completely extinguished at sunset.

6. Burn Days. The burning of wood in an open fire on private property shall be prohibited unless the fire chief or his designee has declared a particular day a "burn day" by recorded message on the telephone.

7. Burning to Clear Land. Notwithstanding Section 15.32.030 C1, no person shall ignite, cause or permit to be ignited, allow or maintain the burning of refuse, wood, trees, brush, shrubs, or similar organic growth for the purpose of clearing the land of trees, shrubs, brush or similar organic growth for development.

E. Nuisance Fire Conditions.

No person shall burn any matter which the Fire Chief or his designee determines is causing:

1. Dense, thick, or heavy smoke, or
2. A strong odor, or
3. Constitutes a hazardous condition to life or property.

15.32.040 Penalty.

- A. Anyone violating the provisions of this chapter is guilty of a simple misdemeanor and shall upon conviction be subjected to a fine not to exceed \$625.
- B. Anyone violating the provisions of this chapter is guilty of a municipal infraction and shall upon conviction be subjected to a civil fine not to exceed \$750 for a first offense or \$1000 for a repeat offense; additionally, the City also may seek an appropriate injunctive remedy to abate or correct further violations of this chapter.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the

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

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

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

Adopted 11/13/2024: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

XII. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending various sections of Title 8 entitled "Health and Safety" and Title 15 entitled "Buildings and Construction" of the Municipal Code of Davenport, Iowa to adopt the 2021 International Building Code, the 2021 International Residential Code, and the 2021 International Property Maintenance Code, and to incorporate recommendations from the Code evaluation performed by The White Birch Group and SOCOTEC. [All Wards]

ADOPTED 2024-465

ORDINANCE NO. **2024-465**

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 8 ENTITLED "HEALTH AND SAFETY" AND CHAPTER 15 ENTITLED "BUILDINGS AND CONSTRUCTION" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ADOPT THE 2021 INTERNATIONAL BUILDING CODE, THE 2021 INTERNATIONAL RESIDENTIAL CODE, AND THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE AND TO INCORPORATE RECOMMENDATIONS FROM THE CODE EVALUATION PERFORMED BY THE WHITE BIRCH GROUP AND SOCOTEC.

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

Section 1. That Subsection 8.15.100 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.15.100 Title.

The regulations in this chapter shall be known as the Davenport Property Maintenance Code, may be cited as such, and will be referred to herein as "this code." Any reference to the International Building Code, the International Fire Code, or any other codes mentioned herein, shall be to such codes as adopted by the City of Davenport.

Section 2. That Subsection 8.15.105 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.15.105 Intent.

The intent of this code is to provide minimum standards to safeguard life or limb, health, property, property values and public welfare by regulating and controlling the use and occupancy, location and maintenance of all residential buildings, nonresidential buildings, and structures in this jurisdiction.

The intent of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

The intent of this code is to provide for the administration and enforcement of this code and certain technical codes adopted by the Davenport Municipal Code.

Administration and enforcement is a function of the neighborhood services department and any other designee of the City Administrator.

This code has been adopted and is used in conjunction with other City of Davenport codes and should not be

construed to include all regulations pertaining to buildings and development. This code shall be applied in conjunction with other codes of the City and nothing in this code shall be interpreted as prohibiting or limiting enforcement by the code official or any other agencies of the following codes and ordinances as adopted and amended included but not limited to:

The Zoning Ordinance of the City of Davenport

International Building Code

International Fire Code

International Mechanical Code

Uniform Plumbing Code

National Electric Code

Iowa State Building Code as specifically referenced by the Davenport Municipal Code.

Compliance with regulations of other agencies shall be required, including, but not limited to, the Scott County Board of Health and the Iowa State Fire Marshal.

Section 3. That Subsection 8.15.145 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.15.145 Licensing, permits and inspections for rental property.

- A. General. It shall be a violation of this code for any owner or owner's representative to allow an individual to rent and/or occupy any dwelling, dwelling unit, duplex, multiple dwelling, sleeping room, single-family dwelling or condominium unless all of the following criteria are met:
 - 1. The owner or agent holds a valid certificate of structure compliance, issued by the City applicable to those portions of the specific structure used for residential rental purposes or affecting any areas used for residential rental purposes.
 - 2. The owner or agent holds a valid rental license issued by the City, in the name of the owner or agent, applicable to those portions of the specific structure used for residential rental purposes.
 - 3. The owner or agent, if they have not done so previously, must attend the City's landlord education classes within six months of obtaining an initial rental license issued by the City.
 - 4. The owner or owner's representative provides the name(s) of a twenty-four-hour emergency contact(s), to the neighborhood services department, who can provide the names of the tenants of the rental unit(s) and has authority to make decisions with respect to the property. This requirement also applies to properties under the control of a foreclosing lender. The emergency contact must be able to be on site within eight hours.
 - 5. The owner has in place, at a minimum, the standard screening and background check process acceptable to the neighborhood services department.
- B. Certificate of Structure Compliance. The certificate of structure compliance, when issued, shall certify that the requirements of this code are met. The certificate shall NOT be transferable at the time of a change in ownership. Transfer of ownership shall require a new certification to be maintained as a public record of the City. The certificate, in and of itself, shall not be interpreted as granting the owner or operator the privilege of letting the structure for residential occupancy, but must be accompanied by a valid rental license. The certificate of structure compliance shall state the date of issuance and the address of the structure to which it is applicable. All dwelling units and sleeping rooms being let for rent and/or occupancy without a valid certificate of structure compliance may be ordered vacated.
- E. Rental License. A rental license shall be a document issued to each individual property that is properly registered with the City and shall be valid for one year. The document shall be transferable from one owner or agent to another at any time prior to its expiration, termination or revocation. The owner or agent shall notify the City of any change of interest or ownership in the property within 30 days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event the City has not been notified of

such conveyance or transfer within the designated period of time, the rental license may be transferred from the owner or agent to another upon payment of a fee, the amount of which shall be established by resolution of the City Council. The fee shall be assessed to the new owner or agent. The rental license shall state the date of issuance, the address of the structure to which it is applicable and its expiration date. All dwelling units and sleeping rooms being let for rent and/or occupancy without a valid rental license with the City and fees paid may be ordered rent abated, vacated and/or the owner may be subject to a municipal infraction prosecution.

- I. Revocation of a Rental License. The code official or designee shall have the authority to revoke a rental license on any property when: 1) it is in violation of the City code on a frequent and recurrent basis; 2) has a serious life safety violation and is ordered vacated; 3) has a serious structural deficiency and/or violation that is hazardous to life, and is ordered vacated; 4) fails to correct a founded complaint violation by the time that the third reinspection for the same concludes; 5) the owner or owner's representative fails to appear for three two inspections/reinspections in a row; or 6) the owner or owner's representative provides false information to the City. The owner or owner's representative of the affected property shall be notified in writing by certified mail of the license revocation.

Section 4. That Subsection 8.15.155(F)(2) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

2. If the building or structure as determined by the code official or designee is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants, it shall be ordered vacated and/or demolished.

Section 5. That Subsection 8.15.185 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.15.185 Adoption of 2021 International Property Maintenance Code.

The City hereby adopts and incorporates the provisions of the International Code Council's 2021 International Property Maintenance Code with commentary except as noted:

- A. From Chapter 1 ("Scope and Administration") only Subsection 102.7, Subsection 105.2, Subsection 105.3, Section 106, Subsection 110 (Subsection 110.4 amended to read as follows: "No person shall continue any work having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions."), Section 111 (to the extent that it does not conflict with other City code sections), and Subsection 111.5 are adopted.

Section 6. That Subsection 8.16.020(A) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- A. UNSAFE BUILDING OR STRUCTURE – Is any building or structure abandoned, boarded, or otherwise deemed to be unsafe as defined in section 203 of the International Building Code.

Section 7. That Subsection 8.16.070 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

If the notified property owner neglects or fails to commence the necessary work to secure the building or structure by the date set forth in the notice and order, the City may perform the required action and bill the property owner pursuant to Chapter 8.12. The building official or designee shall keep an accurate account to reflect the material and labor utilized, at a reasonable market rate to be determined by the building official or designee. Action taken pursuant to this chapter does not preclude the City from seeking alternative relief under the International Property Maintenance Code. Such alternative relief may include, but is not limited to, repair or demolition of the building and removal of any debris on the property.

Section 8. That Subsection 8.17.030(B) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- B. Specific:

1. BUILDING CODE - Shall mean the International Building Code and International Residential

Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

2. DANGEROUS BUILDING - Shall mean any building or structure deemed to be dangerous under the provisions of Section 8.17.120.
3. DESIGNATED OFFICIAL - Shall mean the designated or authorized personnel described in Section 8.17.040 and their authorized inspection personnel.
4. HEALTH OFFICIAL - Shall mean the designated or authorized personnel of the chief health officer of the Scott County Health Department.
5. HOUSING CODE - Shall mean the International Property Maintenance Code promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

Section 9. That Subsection 8.18.060 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

8.18.060 Inspections.

The owner shall allow inspection of the building by City representatives upon request and shall allow annual inspection of the interior and exterior of the premises for the purpose of enforcing and assuring compliance with the provisions of this chapter and the Housing, Building and Fire Codes. The reoccurrence of inspections shall occur until a safe to occupy condition has been met. The building official or designee shall determine the frequency of the inspections on a case-by-case basis.

Section 10. That Subsection 15.08.215(A) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- A. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of the technical codes, there shall be, and is created, a combined construction code board of appeals and review, consisting of seven members. The Mayor shall strive to appoint one member who is a: State of Iowa electrical contractor or journeyman, State of Iowa licensed plumbing contractor or journeyman, State of Iowa licensed mechanical (HARV) contractor or journeyman, City of Davenport licensed Class A commercial building contractor, City of Davenport licensed Class B residential new construction contractor, architect, and professional engineer, at least one of whom is a resident of Davenport. The board shall be appointed to staggered three-year terms by the Mayor with the concurrence of the City Council. The board may adopt reasonable rules and regulations for conducting their meetings, investigations and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant. A simple majority of the board shall constitute a quorum to transact the business of the board. A simple majority of the members present by voice vote shall be required on action by the board.

Section 11. That Subsection 15.08.300 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.08.300 Permits.

B.1 Building Permits. A building permit will not be required for the following:

- a. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the projected roof area does not exceed 120 square feet and is located on the property in compliance with zoning regulations, building code setback requirements and/or trailer court regulations;
- b. Fences on residential property not over six feet high;
- c. Oil derricks;
- d. Movable cases, counters and partitions not over five feet nine inches high;
- e. Retaining walls which are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding flammable liquids; any wood or landscape timber walls;

- f. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one;
 - g. Platforms, decks, walks and driveways on private property not more than 30 inches above grade and not over any basement or story below and not attached to any structure;
 - h. Painting, papering, carpet, resilient flooring and similar finish work;
 - i. Window awnings supported by an exterior wall of Group R, Division 3, and Group U Occupancies when projecting not more than 54 inches;
 - j. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches in depth and not over 5,000 gallons, provided such swimming pools shall meet the fencing and enclosure requirements contained elsewhere in the technical codes.
- C. Separate Permits. Separate permits are required for each of the classes of work (new construction and remodeling or repair) as follows:

Type of Work	Permit Required
General construction new or repair	Building permit
Electrical construction	Electrical permit
Heating construction, air conditioning, fireplaces, heating stoves, boiler process piping, other mechanical installation	Mechanical permit
Plumbing, drainage, piping construction	Plumbing permit
Sprinkler and fire alarms	Building permit

- D. Special Permits. Special permits are required for miscellaneous items as follows:

Type of Work	Permit Required
Moving building	Moving permit
Signs (see sign ordinance)	Sign permit
Temporary structures	Temporary permit
Demolition or wrecking	Wrecking permit
Temporary motion picture, television and theater stage sets and scenery	Temporary permit

Section 12. That Subsection 15.08.305(B) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.08.305(B) Plans and Specifications.

- B. Plans and Specifications. Plans, engineering calculations, diagrams and other data shall be submitted in one or more sets with each application for a permit. The building official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such. Plans and other data, when so designed, shall bear the seal of the licensed architect or engineer at the direction of the building official.

Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the building official. The engineer or architect responsible for the structural design work shall include in the construction documents any special inspections and other structural inspections required by the engineer or architect. In addition,

the design professional listed on the permit application shall define the expected frequency of site visits for the evaluation of construction progress and compliance with design intent. No permit for Construction shall be issued in the City of Davenport without a defined schedule of site observations by the Architect of Record and/or Engineer of Record. If the Architect of Record or Engineer of Record delegates this duty to another Iowa-licensed design professional, the Architect of Record or Engineer of Record shall ensure that the delegate has an adequate understanding of the design intent. Note, although the duty of an on-site evaluation can be delegated, the responsibility thereof remains with the Architect of Record and/or Engineer of Record.

EXCEPTION: The building official may waive the submission of plans, calculations, etc., if he finds that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with the administrative code and the technical codes.

Section 13. That Subsection 15.08.320(E) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- E. The building official shall make the required inspections, or the building official shall have the authority to accept reports of the required inspections by their designee. Upon notification from the permit holder or his or her agent, the building official shall make or cause to be made any necessary inspections and shall either approve the portion of the construction as completed, or shall notify the permit holder or his or her agent wherein the same fails to comply with this code.
 - 1. Footing and Foundation Inspection: To be made after trenches are excavated and forms erected and when all materials for the foundation are delivered on the job. Where concrete from a central mixing plant (commonly termed "transit mixed") is to be used, materials need not be on the job.
 - 2. Concrete Slab or Under-Floor Inspection: To be made after all in-slab or under-floor building service equipment conduit, piping accessories and other ancillary equipment items are in place but before any concrete is poured or floor sheathing installed, including the subfloor.
 - 3. Frame Inspection: To be made after the roof, all framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating, wires, pipes and ducts are approved.
 - 4. Lath and/or Wallboard Inspection: To be made after all lathing and wallboard, interior and exterior, is in place but before any plastering is applied or before wallboard joints and fasteners are taped and finished. (Fireproofing inspection may be made at the time of final inspection at the discretion of the building official.)
 - 5. Final Inspection: To be made after finish grading and the building is completed and ready for occupancy. It shall be the duty of the contractor to notify the building official for final inspection within 10 days of the completion of the work.

Section 14. That Subsection 15.08.340(B) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- B. Any person, firm, or corporation violating any of the provisions of the administrative code shall be deemed guilty of a municipal infraction; and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the administrative code is committed, continued, or permitted; and upon conviction of any such violation such person shall be fined an amount to be established by resolution by the City Council.

Section 15. That Subsection 15.08.350 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.08.350 Stop Work Order.

- A. Authority. Where the building official finds work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.
- B. Issuance. The stop work order shall be in writing and shall be given to the owner, owner's agent or

person performing the work or posted on the property in absence of any person(s). Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions which the cited work will be permitted to resume.

- C. Unlawful Continuance. Any person who shall continue any work after being served, or removing, a stop work order except such work as that person is directed to remove a violation or unsafe condition, shall be subject to fines established by resolution of the City Council.

Section 16. That Section 15.12.020 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.020 The International Building Code.

The International Building Code, 2021 edition as published by the International Code Council is hereby adopted by reference as the building code for the City of Davenport.

Section 17. That Section 15.12.030 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.030 The International Residential Code.

The International Residential Code 2021 edition as published by the International Code Council is hereby adopted by reference as the residential building code for the City of Davenport.

Section 18. That Section 15.12.032 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.032 The International Existing Building Code.

The International Existing Building Code 2021 edition as published by the International Code Council and as adopted and amended by the State of Iowa LAC 661-301.7(103A) is hereby adopted by as the existing building code for the City of Davenport.

Section 19. That Section 15.12.040 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.040 Additions, deletions and amendments to the International Building Code.

- A. Chapters 1, 12, 13, 27, 28, 29, 30, 32, and 33 of the International Building Code, 2021 edition are deleted in their entirety and replaced by the codes and rules referenced by this Chapter and the Administrative Code contained in this Title as Chapter 15.08 and the Iowa Administrative Code.
- B. Appendix chapters C, I, of the International Building Code, 2021 edition are hereby adopted as part of this Chapter. All other appendix chapters are deleted.

Section 20. That Subsection 15.12.042 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.042 Chapter 18 International Building Code Modified.

- A. Add a new paragraph to Section 1809 as follows:

All buildings or portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.

Section 21. That Subsection 15.12.050 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.050 Additions, deletions and amendments to the International Residential Code.

- A. Chapter 1 of the International Residential Code 2021 edition is deleted and replaced by the codes and rules referenced by this Chapter and the Administrative Code contained in this Title as Chapter 15.08 and the Iowa Administrative Code.
- B. Part IV, Part V, Part VI, (fuel gas code) Part VII, Part VIII, of the 2021 International Residential are

deleted in their entirety and replaced by applicable Chapters of this Title.

- C. Appendix Chapter H, of the 2021 International Residential Code is hereby adopted as part of this Chapter all other appendix chapters are deleted.

Section 22. That Subsection 15.12.052 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.12.052 Chapter 3 International Residential Code modified

- A. Table R301.2 is amended by adding the following information:

Table R301.2 Climatic and Geographic Criteria

	Wind Design				Subject to Damage From		
	Speed ^d (mph)	Topographic Effects ^k	Special Wind Region ^l	Wind-borne Debris Zone ^m	Seismic Design Category ^f	Weathering ^a	Frost line Depth ^b Termite ^c
Ground Snow Load Ps = 30 psf, except that calculations for additional drift loads shall use a ground snow load p9 = 25 psf	115	YES	YES	NO	A	SEVERE	42 inches Moderate to Heavy

- D. R311.7.8.2 Continuity. Add "Exception 3. Handrails within a dwelling unit or serving an individual dwelling unit may have one (1) offset or interruption per flight of stairs, not both, of six inches in total length and shall be considered, for the purpose of this code, to be continuous."

- E. Amend Paragraph R313.1 "Townhouse automatic fire sprinkler systems. An automatic sprinkler system shall be installed in townhouses consisting of five or more townhouse units."

- F. Delete Paragraph R313.2 "One- and two-family dwellings automatic fire systems" in its entirety.

- G. Delete Section R322, "Flood Resistant Construction," in its entirety.

- H. Delete Section R323 in its entirety. (FEMA regulations apply for storm shelter)

- I. Delete Section R327 in its entirety and insert in lieu thereof the following new section:

R327 "Swimming Pools, Spas and Hot Tubs." The design and construction of pools and spas shall comply with the International Swimming Pool and Spa Code Chapter 305 entitled "Barrier Requirements."

- I.1. Section 305.4 Modified. Delete all reference to windows.

Section 23. That Subsection 15.12.054(B) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

- B. Delete Paragraph R403.1 "General" in its entirety and replace in lieu thereof the following:

All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings which shall be of sufficient design to accommodate all loads according to Section R301 of the 2021 International Residential Code. Footings shall be supported on undisturbed natural soil or engineered fill.

Section 24. That Subsection 15.30.020 of the Municipal Code of Davenport, Iowa be and the same is hereby

amended to read as follows:

15.30.020 Building contractor licensing and regulation thereof.

A.5 c. A specialty contractor shall obtain a Class C license. A "specialty contractor" is a contractor performing work regulated by the building code whose scope of work is limited to a specialty but does not include construction or installation of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, steel erection and fabricating, swim pools, sprinkler systems, fire alarm systems, tuck pointing, water proofing.

EXCEPTION: 1. No Building Contractor License is required for a person having legal title and ownership for a building or structure classified as a Single-Family Dwelling. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. Unless otherwise provided by Iowa State Code, this exception shall not apply to work pertaining to mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

Owners of other buildings not classified as a Single-Family Dwelling may perform non-structural/cosmetic work only as determined by the Chief Building Official or designee.

B. All Candidates for Building Contractor licensing must demonstrate 3 years of experience in building construction or design to be eligible for the exam per Chapter 15.30 of this Code. Work experience need not be continuous but must be full-time (40 hours per week) within the past ten years.

Exceptions:

- a. Successful completion of a three- or four-year vocational high school or other vocational school program in the field of building construction shall be deemed as satisfying one year of work experience.
- b. Completion of a bachelor's degree from an accredited college or university shall be deemed as satisfying one year of work experience.
- c. Successful completion of a bachelor's degree from an accredited college or university in architecture, engineering, or technology in a related field shall be deemed as satisfying two years of work experience.
- d. Active construction-related military experience may be considered full time experience.
- e. Note: Education cannot account for more than two years of experience, and union affiliation only is not acceptable as work experience.

Section 25. That Subsection 15.30.070 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

15.30.070 Application for licenses.

B. All applicants for a Building Contractor license (Class A, B, and C) may be required to identify all other business enterprises where applicant currently has an equity interest, or has had an equity interest in the last ten (10) years.

C. All applicants for a Building Contractor license (A, B, and C) may be required to provide a statement of financial solvency.

Section 26. That Subsection 15.30.180(D) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

D. All applicants for a Building Contractor license (Class A, B, and C) shall maintain insurance required as by the above-listed sections is rated B+ or better. The City reserves the right to request Certified proof of insurance from the Building Contractor.

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

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

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

Adopted 11/13/2024: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Second 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]

MOVED TO THIRD CONSIDERATION

3. First 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]

MOVED TO SECOND CONSIDERATION

4. Resolution authorizing the conveyance of the vacated portion of unimproved Marquette Street located south of West 76th Street to the Waste Commission of Scott County, Petitioner. [Ward 8]

ADOPTED 2024-466

5. Resolution setting a 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 Improvements Company, Petitioner. [Ward 3]

ADOPTED 2024-467

6. Resolution approving a lane closure request on the listed date and time for an event.

ADOPTED 2024-468

Ballet Quad Cities; Nutcracker School Program; RiverCenter/Adler Theatre | 136 East 3rd Street; 8:00 a.m. - 1:00 p.m. Friday, December 13, 2024; **Closure**: northernmost parking lane and two travel lanes on East 3rd Street from Brady Street to Iowa Street. [Ward 3]

7. Resolution accepting work completed under the CDBG Alley Program: Washington Street to Fillmore Street Permeable Alley with Sewer Separation project by Centennial Contractors, Inc of Moline, Illinois in the amount of \$730,681.24, #BG250 and CIP#30056. [Ward 4]

ADOPTED 2024-469

8. Resolution accepting work completed under the Freight House West Brick Wall Repairs project by Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$164,832, CIP #23073. [Ward 3]

ADOPTED 2024-470

9. Resolution accepting work completed under the CY 2024 Contract Milling Program by Porter Brothers Construction of Rock Falls, Illinois in the amount of \$102,811.37, CIP #35041. [All Wards]

ADOPTED 2024-471

10. Resolution approving Change Order #2 in the amount of \$139,475 to Bush Sports Turf of Milan, Illinois for the Modern Woodmen Park Field Renovation project, CIP #23049. [Ward 3]

ADOPTED 2024-472

11. Resolution awarding a contract for the Adler Theatre HVAC Upgrades project to Northwest Mechanical, Inc of Davenport, Iowa in the amount of \$957,500, CIP #69014. [Ward 3]

ADOPTED 2024-473

12. Resolution awarding a contract for the Emeis Park Phase II | Adaptive and Inclusive Playground project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$641,063.95, CIP #ARP10. [Ward 1]

ADOPTED 2024-474

13. Resolution awarding a contract for the Bus Barn Charging project to Rock River Electric, Inc of Colona, Illinois in the amount of \$273,370, CIP #24035. [Ward 7]

ADOPTED 2024-475

14. Resolution awarding one-year contracts, with the option of a one-year extension, for the FY 2025-2026 Contract Sewer Repair Program to Hagerty Earthworks of Muscatine, Iowa; Hometown Mechanical of Davenport, Iowa; and JC Dillon, Inc of Davenport, Iowa, each in the amount of \$250,000, and authorizing the Public Works Director/Assistant City Administrator to approve change orders for a contract with a maximum value of \$1,050,000, CIP #30064 and #33057. [All Wards]

ADOPTED 2024-476

15. Resolution awarding a contract for engineering services for the Eastern Avenue Bridge Over Duck Creek Replacement project to Snyder & Associates, Inc of Cedar Rapids, Iowa in the amount of \$237,800, CIP #21014. [Wards 5 & 7]

ADOPTED 2024-477

16. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Davenport Public Works Building Partial Masonry Wall Repair project. [Ward 7]

ADOPTED 2024-478

17. Resolution approving the purchase of five police interceptor utility vehicles from Stivers Ford of Waukee, Iowa in the amount of \$233,045 using State of Iowa Department of Administrative Services contract #24051, CIP #24032. [All Wards]

ADOPTED 2024-479

18. Resolution approving the purchase of a permanent easement associated with the Goose Creek Trail Phase III project from Pine Hill Cemetery Association of Davenport, Iowa in the amount of \$112,085.67, CIP #ARP17. [Ward 7]

ADOPTED 2024-480

19. Resolution approving the amended fee schedule for electrical, plumbing, and mechanical permits and inspections under Section 15.08.315 entitled "Fees" of the Municipal Code of Davenport, Iowa. [All Wards]

ADOPTED 2024-481

20. Preliminary Resolution for the 2025 Alley Resurfacing Program. [Ward 5]

ADOPTED 2024-482

21. Resolution authorizing and approving an amended Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$6,434,000 Sewer Revenue Improvement and Refunding Bonds, Series 2024. [All Wards]

ADOPTED 2024-483

22. Resolution authorizing the conveyance of a portion of City-owned property located in the 3200 block of Marquette Street to James M. Harland, Petitioner. [Ward 7]

ADOPTED 2024-484

23. Resolution approving an amendment to the agreement with Family Resources for Group Violence Intervention services in the amount of \$100,000. [All Wards] **ADOPTED 2024-485**

24. Motion approving the local objectives for the Community Development Block Grant Program for the Year 51 Annual Action Plan covering July 1, 2025–June 30, 2026. [All Wards]

PASSED 2024-486

25. Motion approving beer and liquor license applications.

PASSED 2024-487

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

Ward 3

Miracle at the Freight House (River Craft, Inc) - 421 West 4th Street #2 – New License - License Type: Class C Liquor (On-Premises)

Ward 6

Jiang's Hot Pot and BBQ (Jiang's Pot, LLC) - 4009 East 53rd Street #107 – New License - License Type: Special Class C Beer/Wine (On-Premises)

The Christmas Cottage (The Christmas Cottage) - 4007 East 53rd Street #100 - Premises Transfer - License Type: Class B Native Wine (Carry-Out)

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

Ward 2

Express Lane Gas & Food Mart # 83 (Expresslane, Inc) - 3636 Hickory Grove Road - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Express Lane Gas & Food Mart #84 (Expresslane, Inc) - 321 North Division Street - License Type: Class B Beer/Wine (Carry-Out)

Super Saver Tobacco & Liquor (Veera Brothers, LLC) - 1610 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Westside Grocery (Venu G, LLC) - 1802 West 7th Street - License Type: Class E Liquor (Carry-Out)

Ward 4

Firehouse Bar & Grill (Firehouse Bar & Grill, Inc) - 2006 Hickory Grove Road – Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

McClellan Stockade (Koellner Enterprises 6, LLC) - 2124 East 11th Street – Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

The Ridge (Jar Hospitality, LLC) - 4750 Utica Ridge Road #100 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

CASI (Center for Active Seniors, Inc) - 1035 West Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Corny Beer Store, LLC (Corny Beer Store, LLC) - 5220 Grand Avenue - License Type: Class B Beer/Wine (Carry-Out)

The Liquor Stop, LLC (The Liquor Stop, LLC) - 211 West 53rd Street - License Type: Class E Liquor (Carry-Out)

Ward 8

Express Lane Gas & Food Mart #86 (Expresslane, Inc) - 7522 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

26. Motion awarding a contract for engineering services for the 61st Street Overlay project to Anderson-Bogert Engineers & Surveyors, Inc of Cedar Rapids, Iowa in the amount of \$60,317, CIP #35062. [Ward 8] **PASSED 2024-488**

27. Motion awarding a contract for the Fire Station 7 Concrete Replacement project to Americore LLC of Muscatine, Iowa in the amount of \$58,177. [Ward 8] **PASSED 2024-489**

28. Motion approving the purchase of three Chevrolet Equinox sport utility vehicles from Karl Chevrolet of Ankeny, Iowa in the amount of \$85,873.20 using Iowa Department of Administrative Services contract #24216. [All Wards] **PASSED 2024-490**

29. Motion approving the purchase of upfitting equipment for two Police Department vehicles from Keltek Incorporated of Baxter, Iowa in the amount of \$59,454.26 using State of Iowa Department of Administrative Services contract #24088, CIP #24032. [All Wards] **PASSED 2024-491**

30. Motion approving a two-year professional services contract with Hope at the BRICK House in the amount of \$60,000. [All Wards] **PASSED 2024-492**

31. Motion appointing Alderwoman Meginnis, Alderman Gripp, Alderman Jobgen, and Alderman Reinartz to the Code of Conduct Committee. [All Wards] **PASSED 2024-493**

32. Motion ratifying the emergency purchase of a storage tank for calcium chloride from ProTank of Olive Branch, Mississippi in the amount of \$51,958. [Ward 7] **PASSED 2024-494**

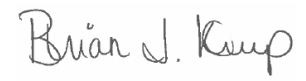
33. Motion approving submission of the City of Davenport Annual Urban Renewal Report for FY 2024. [All Wards] **PASSED 2024-495**

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

XVI. Adjourn **6:09 p.m.**

A handwritten signature in black ink that reads "Brian J. Krup". The signature is written in a cursive style with a large, stylized "B" and "K".

Brian J. Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the Report on Committee of the Whole for November 20, 2024.

Action / Date

11/26/2024

Attachments:

1. 112024 Committee Of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, November 20, 2024 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderwoman Meginnis. Upon the roll being called, all Aldermen were present (Alderman R. Dunn, Alderman Kelly, Alderwoman Meginnis, Alderman Reinartz, Alderman Gripp, Alderwoman Newton, Alderwoman Lynch, Alderman T. Dunn, Alderman Jobgen, and Alderwoman Burkholder).

The following Public Hearings were held: **Community Development:** 1. on the proposed conveyance of the vacated unimproved right-of-way located west of Marquette Street between West 7th Street and the midblock alley to Jacks Home Improvement Company, Petitioner.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. A motion to amend item #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, by deleting the amendment to Subsection 17.09.030(A)(2) which removed prohibited materials for accessory structures was moved by Alderman Gripp. The motion to amend was seconded by Alderman Reinartz and upon the roll being called, all Aldermen present voted aye and the amendment was approved. On motion by Alderman Reinartz, second by Alderwoman Meginnis item #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, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderman Gripp all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Gripp all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed all items listed. On motion by Alderwoman Lynch, second by Alderman Gripp all items moved to the Consent Agenda.

Council adjourned at **7:05 p.m.**

City of Davenport

Department: Office of the Mayor
Contact Info: Brian Krup | 563-326-6163

Action / Date
11/26/2024

Subject:

Civil Rights Commission
-Michael Guster (re-appointment)
-Ethelene Boyd (re-appointment)
-Jeff Transou (re-appointment)

Background:

Michael Guster, Ethelene Boyd, and Jeff Transou are re-appointments to the Civil Rights Commission. Term dates for these re-appointments are December 1, 2024 - November 30, 2026.

Attachments:

None

City of Davenport

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

Action / Date
11/26/2024

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
City of Davenport

Pete Stopulos, Managing Member
227 LeClaire, LLC









RESTAURANT

























TOWNEPLACE
SUITES









TOWNEPLACE SUITES

RESTAURANT

City of Davenport

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

Action / Date
11/26/2024

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.

Section 3. 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
Contact Info: Laura Berkley | 563-888-3553

Action / Date
11/26/2024

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 Amended 112024
2. Ordinance
3. Zoning Text Amendments
4. House File 2388
5. Design Standards Scoring Form
6. 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

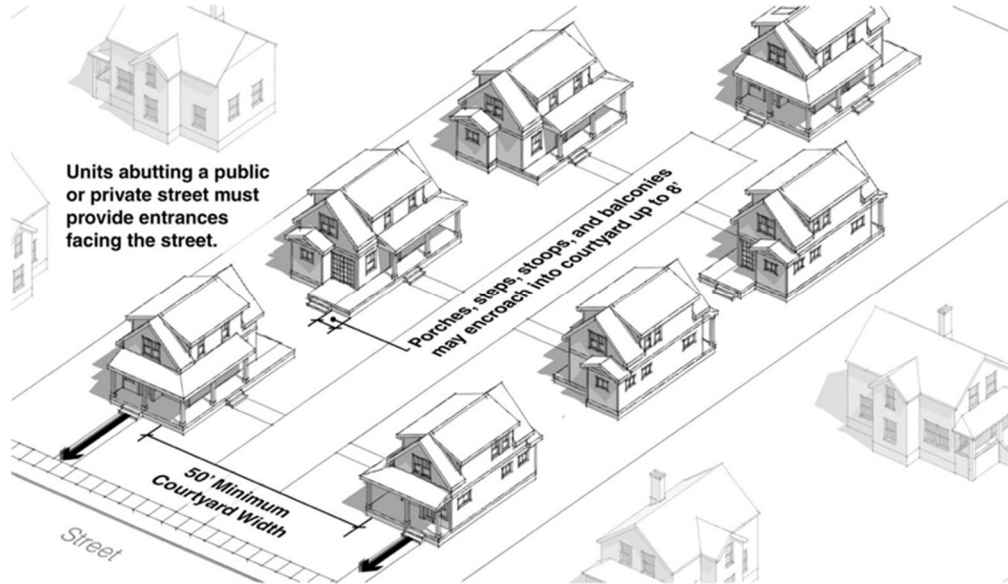
In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

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.

Section 6. 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(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.
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

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

	Detached Garage	Accessory Storage Building	Carport	Shed
<i>Specific Design Standards:</i>				
<i>a.</i>	<i>Structure shall have the eaves of roof extend a minimum of one foot past the outside walls.</i>			
<i>b.</i>	<i>Structure shall have a minimum 4/12 roof pitch.</i>			
<i>c.</i>	<i>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.</i>			
<i>d.</i>	<i>Structures shall maintain the character of the surrounding neighborhood.</i>			
*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

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

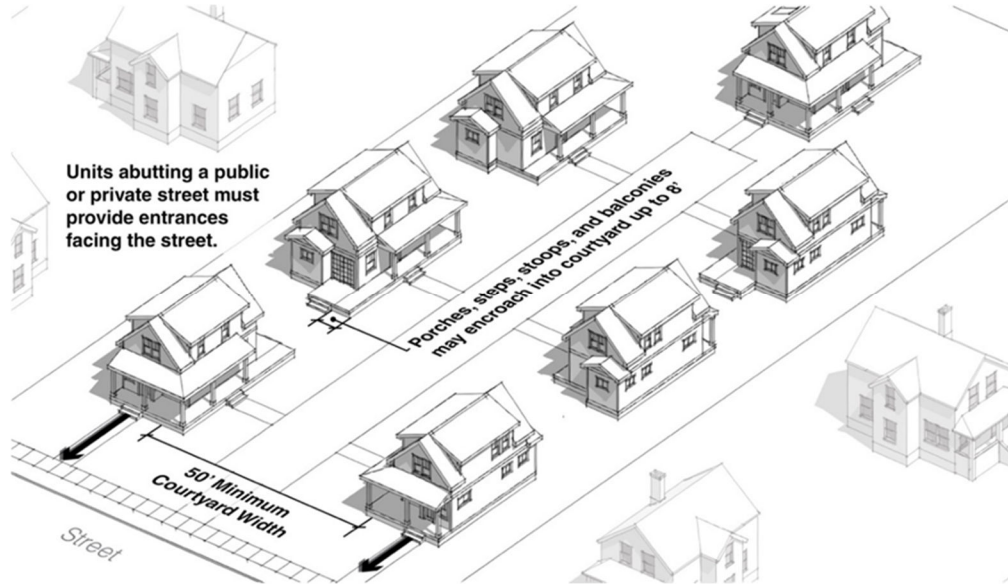
In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

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.

Section 6. 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
<i>Specific Design Standards:</i>				
<i>a.</i>	<i>Structure shall have the eaves of roof extend a minimum of one foot past the outside walls.</i>			
<i>b.</i>	<i>Structure shall have a minimum 4/12 roof pitch.</i>			
<i>c.</i>	<i>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.</i>			
<i>d.</i>	<i>Structures shall maintain the character of the surrounding neighborhood.</i>			
*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:

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Deleted Text

Proposed Text

*Only Applicable Sections of the Zoning Ordinance are Included.

CHAPTER 17.02.	GENERAL DEFINITIONS AND MEASUREMENT METHODOLOGIES
Section 17.02.010	RULES OF INTERPRETATION
Section 17.02.020	GENERAL ABBREVIATIONS
Section 17.02.030	DEFINITION OF GENERAL TERMS
Section 17.02.040	RULES OF MEASUREMENT

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 17.04.010	Purpose Statements
Section 17.04.020	Uses
Section 17.04.030	Dimensional Standards
Section 17.04.040	R-MHP District Standards
Section 17.04.050	R-3C and R-4C District Design Standards
Section 17.04.060	General Standards of Applicability

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

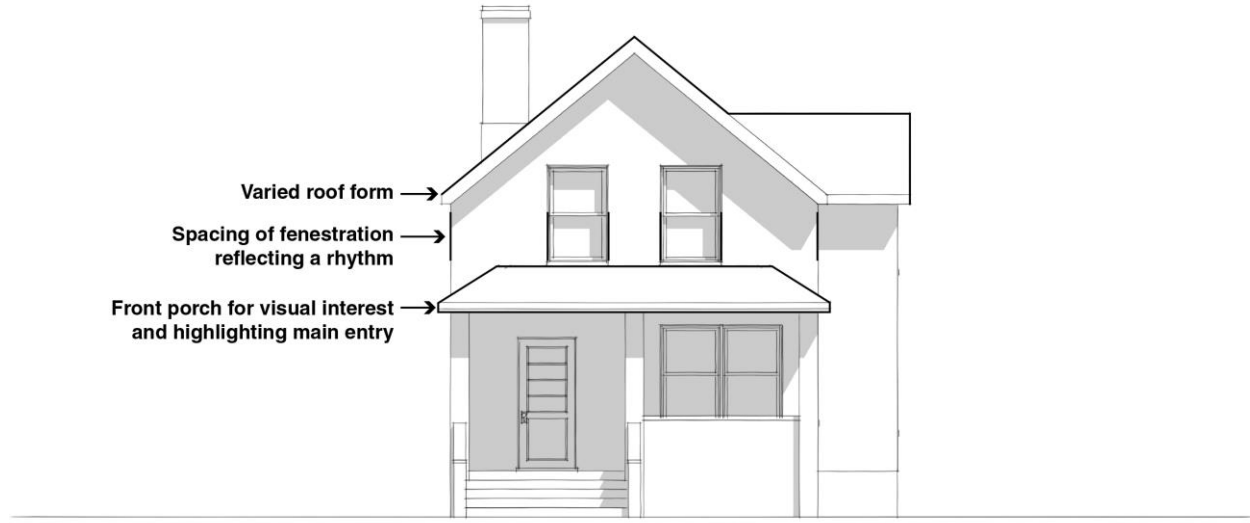
a. Building materials should be consistently applied on all exterior faces of new homes. Elevations of different materials or colors are not permitted, such as brick or stone front facades, with vinyl siding on side and rear elevations.

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

Section 17.07.020 ~~S-OS~~ OPEN SPACE DISTRICT

Section 17.07.030 ~~S-IC~~ INSTITUTIONAL CAMPUS DISTRICT

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~~-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.

CHAPTER 17.08. USES

Section 17.08.010	General Use Regulations
Section 17.08.020	Use Matrix
Section 17.08.030	Principal Use Standards
Section 17.08.040	Temporary Use Standards
Section 17.08.050	Use Definitions

Section 17.08.030 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, ~~The~~ 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.

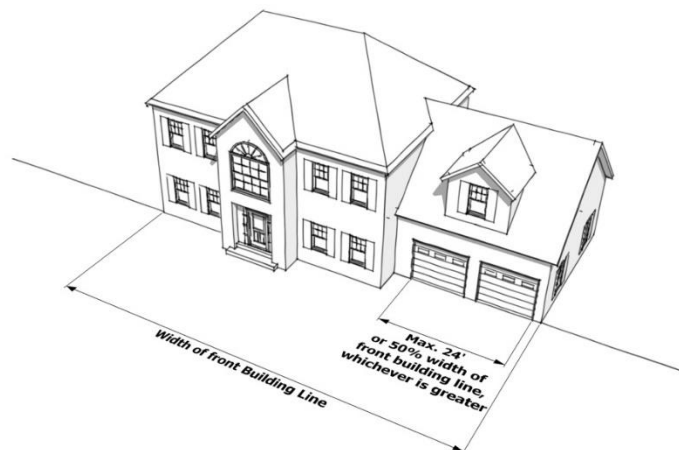
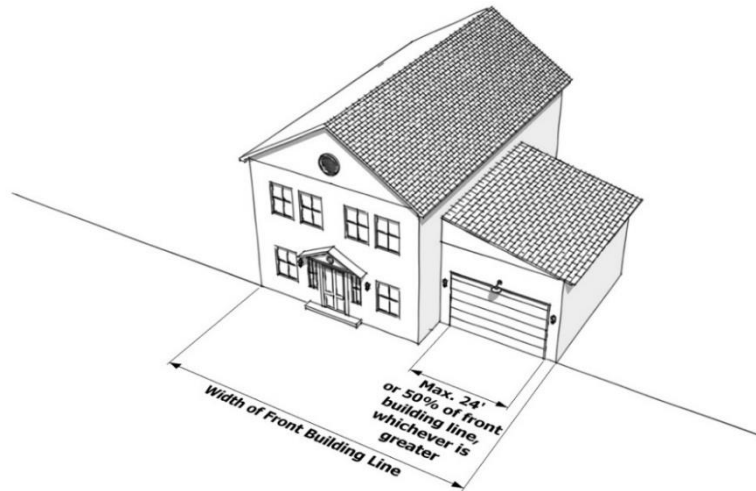
P. Dwelling - Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse

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 impractical.~~
 - ~~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.

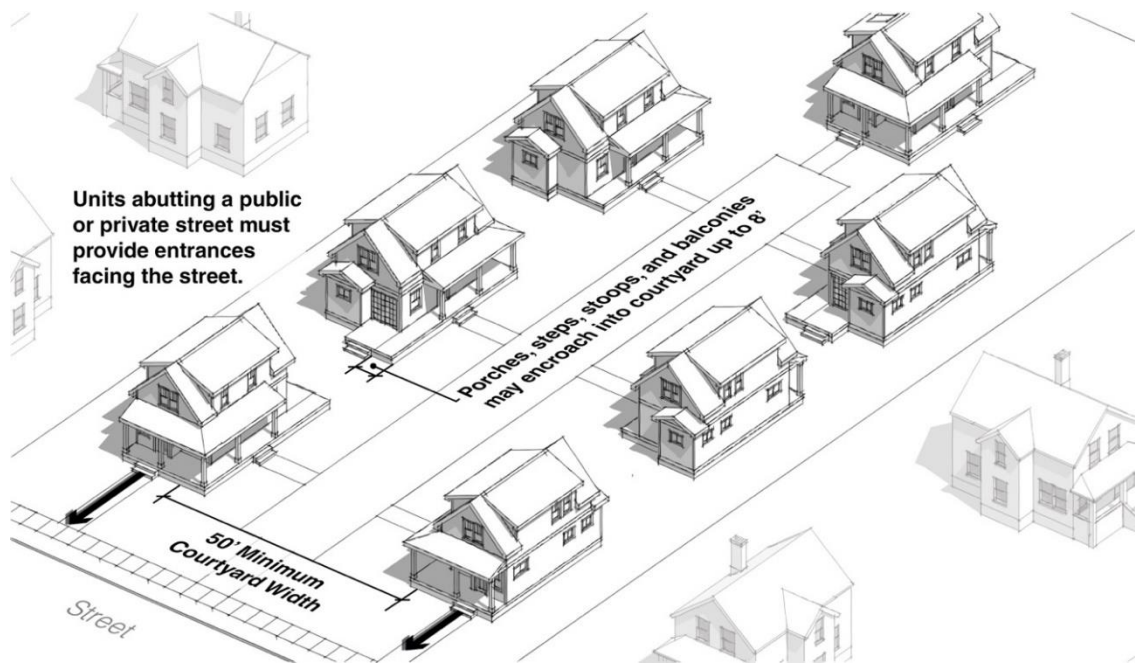
**DELETE BELOW DIAGRAMS
ATTACHED GARAGE WIDTH**



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 17.09.010	General Requirements
Section 17.09.020	Exterior Lighting
Section 17.09.030	Accessory Structures and Uses
Section 17.09.040	Permitted Encroachments

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
<i>Specific Design Standards:</i>				
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,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

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:

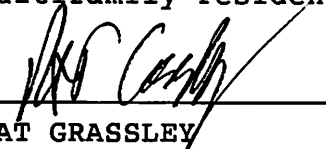
(a) The building is located in an area designated and declared as a state or local historic district under applicable law.

(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.

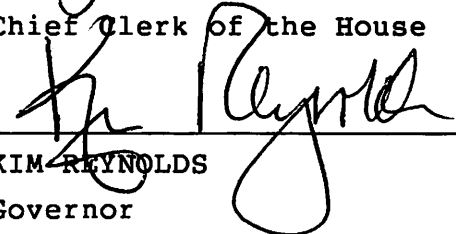

PAT GRASSLEY
Speaker of the House


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.

- a. 8 points – covered porch with columns.
- 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 impractical.
- c. 6 points – front facing roof dormer.
- d. 4 points for each front facing roof gable with 8/12 pitch or higher.
- e. 4 points – decorative roof brackets or gable trusses as an accent material.
- 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.
- g. 3 points – bay/box window(s).
- 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.
- i. 3 points – door or window surrounds as an accent material.
- j. 3 points – freeze boards and/or horizontal bands as an accent material.
- k. 2 points – decorative roof at the base of a gable.
- l. 1.5 points – for each percentage of transparency below the roofline over 5%.
- m. 1 point – decorative gable vent(s).
- n. 1 point – window shutters.
- 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.

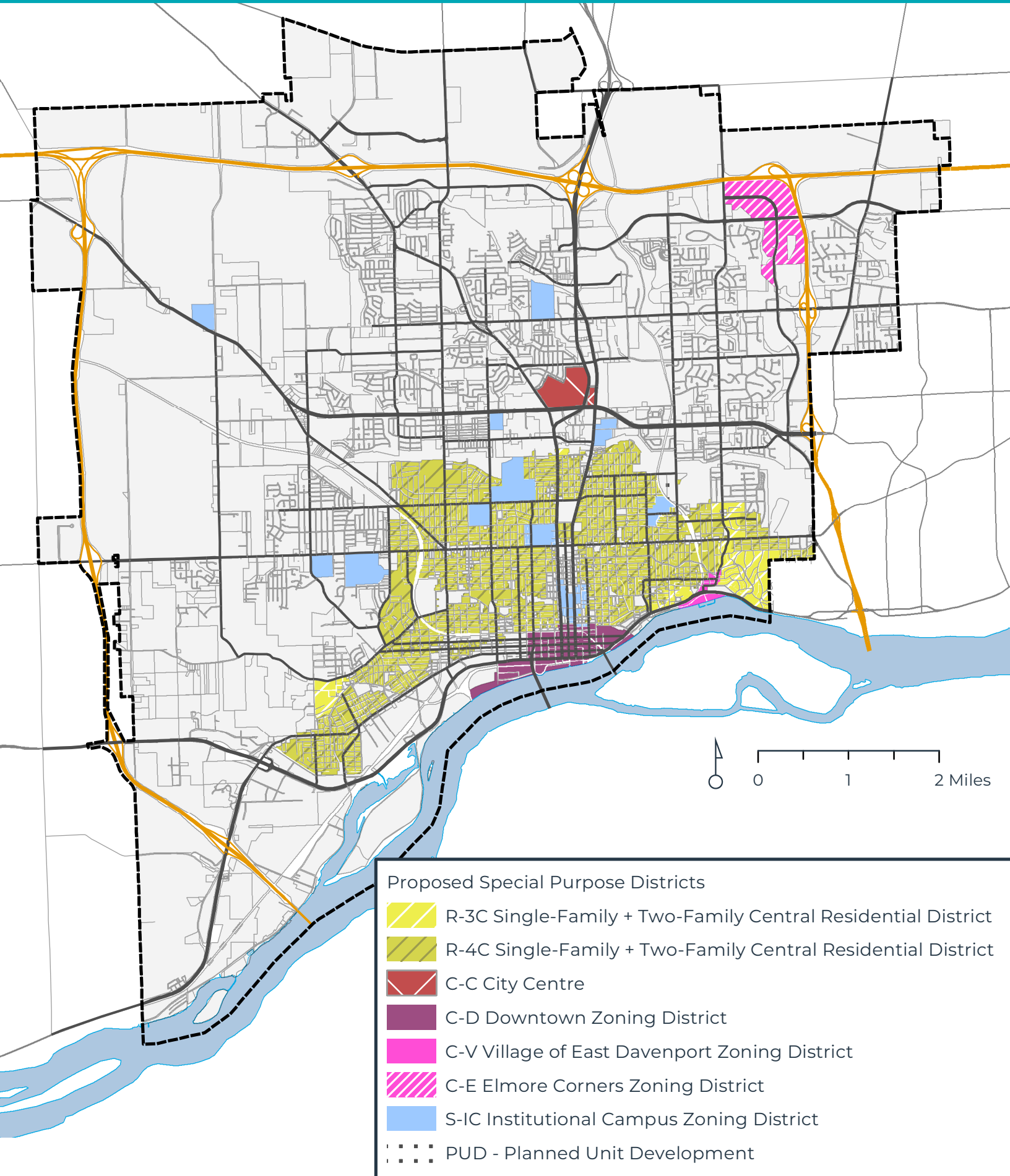
Point Total
(20 minimum)

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.



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.



Proposed Special Purpose Districts

-  R-3C Single-Family + Two-Family Central Residential District
-  R-4C Single-Family + Two-Family Central Residential District
-  C-C City Centre
-  C-D Downtown Zoning District
-  C-V Village of East Davenport Zoning District
-  C-E Elmore Corners Zoning District
-  S-IC Institutional Campus Zoning District
-  PUD - Planned Unit Development

City of Davenport

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

Action / Date
11/26/2024

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 prorated share shall be calculated as follows:

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

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

Action / Date
11/26/2024

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 corner 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 corner 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.

A Public Hearing on the conveyance was held on November 20, 2024. Approval of this Resolution will authorize the Mayor and staff to convey the above-referenced real estate to Jacks Home Improvement Company, 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 corner 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 corner 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 | 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.



ROW Vacation

0 50 100 Feet



City of Davenport

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

Action / Date
11/26/2024

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:

Attest:

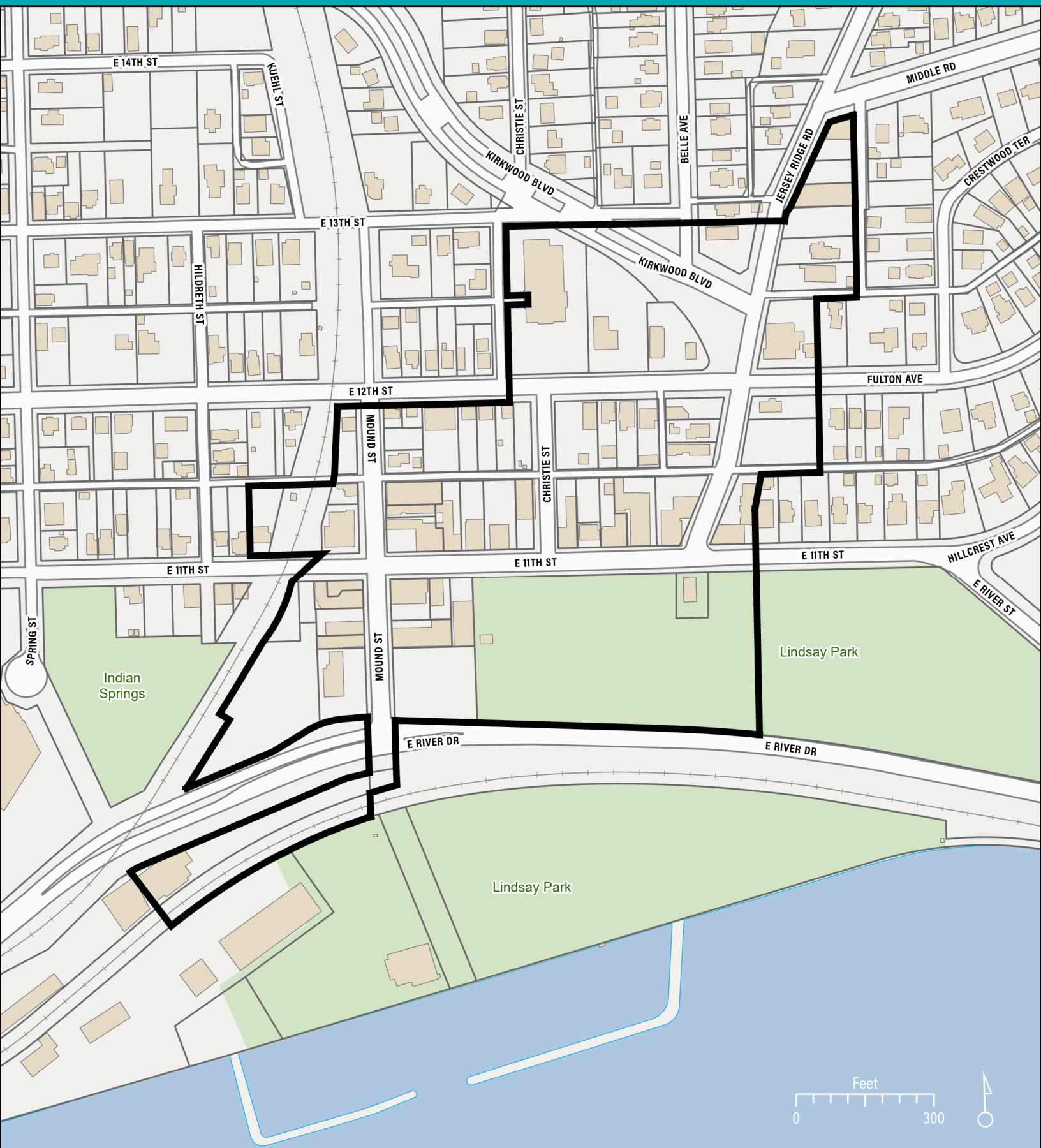
Mike Matson
Mayor

Brian Krup
Deputy City Clerk



East Village SSMID

Legal Description



City of Davenport

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

Action / Date
11/26/2024

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: _____ Date _____
Mike Matson
Mayor, City of Davenport
226 W 4th Street
Davenport, IA 52801
(563) 326-7757

UEI: WJCNAUXKNRL7

DUNS: 020156857

By: _____ Date _____
Tony G. Knobbe
President
Live Lead Free Quad Cities
600 W. 4th Street
Davenport, IA 52801
(563) 328-3255

UEI: XXXXXXXXXX

DUNS: XXXXXXXXXX

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 City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Subrecipient <i>Subrecipient Name</i> <i>Address</i> <i>City, St. ZIP</i> <i>Website</i>
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
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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
Contact Info: Bruce Berger | 563-326-7769

Action / Date
11/26/2024

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: _____ Date _____

Mike Matson
Mayor, City of Davenport
226 W 4th Street
Davenport, IA 52801
(563) 326-7757

UEI: WJCNAUXKNRL7

DUNS: 020156857

By: _____ Date _____

Carmen Fish
Director of Finance
One Eighty
601 N. Marquette Street
Davenport, IA 52802
(563) 349-7582

UEI: XXXXXXXXXX

DUNS: XXXXXXXXXX

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 City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Subrecipient <i>Subrecipient Name</i> <i>Address</i> <i>City, St. ZIP</i> <i>Website</i>
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
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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
Contact Info: Bruce Berger | 563-326-7769

Action / Date
11/26/2024

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: _____ Date _____

Mike Matson
Mayor, City of Davenport
226 W 4th Street
Davenport, IA 52801
(563) 326-7757

UEI: WJCNAUXKNRL7

DUNS: 020156857

By: _____ Date _____

Sam Moyer
President
Ecumenical Housing Development Group
1016 W. 7th Street, Unit #9
Davenport, IA 52802
(309) 912-4773

UEI: XXXXXXXXX

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 City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Subrecipient <i>Subrecipient Name</i> <i>Address</i> <i>City, St. ZIP</i> <i>Website</i>
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
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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
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◆————◆ **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
Contact Info: Bruce Berger | 563-326-7769

Action / Date
11/26/2024

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: _____ Mike Matson Mayor, City of Davenport 226 W 4 th Street Davenport, IA 52801 (563) 326-7757 UEI: <u>WJCNAUXKNRL7</u> DUNS: <u>020156857</u>	By: _____ Richard K. Whitaker, Jr. CEO Vera French Housing Corporation 211 East 37 th Street Davenport, IA 52806 (563) 260-6083 UEI: <u>L5N3NFSH1JB3</u> DUNS: <u>XXXXXXXXX</u>

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 City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Subrecipient <i>Subrecipient Name</i> <i>Address</i> <i>City, St. ZIP</i> <i>Website</i>
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
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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
Contact Info: Bruce Berger | 563-326-7769

Action / Date
11/26/2024

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:

Attest:

Mike Matson
Mayor

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
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By: _____ Date _____
Mike Matson
Mayor, City of Davenport
226 W 4th Street
Davenport, IA 52801
(563) 326-7757

By: _____ Date _____
Major Lucy Gates
The Salvation Army
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 City of Davenport, Iowa <i>PTE Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Subrecipient <i>Subrecipient Name</i> <i>Address</i> <i>City, St. ZIP</i> <i>Website</i>
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
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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
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◆————◆ **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
Contact Info: Bruce Berger | 563-326-7769

Action / Date
11/26/2024

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 Amend 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

By: _____ Date _____

Mike Matson
Mayor, City of Davenport
226 W 4th Street
Davenport, IA 52801
(563) 326-7757

UEI: WJCNAUXKNRL7

DUNS: 020156857

Subrecipient

By: _____ Date _____

Dan Gosa
President
Davenport Community School District
1702 N. Main Street
Davenport, IA 52803

UEI: YVM9ZFVLJKX5

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
Contact Info: Brian Krup | 563-326-6163

Action / Date
11/26/2024

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 applications, 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



City of Davenport

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

Action / Date
11/26/2024

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:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Zach Peterson | 563-328-6709

Action / Date
11/26/2024

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. Emeis Park Final Site Plan Views 4 & 5

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
Mayor

Brian Krup
Deputy City Clerk





City of Davenport

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

Action / Date
11/26/2024

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
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
11/26/2024

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 responsible 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
Mayor

Brian Krup
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.

<u>VENDOR NAME</u>	<u>BASE BID</u>
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

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

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

Action / Date
11/26/2024

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.

<u>VENDOR NAME</u>	<u>LOCATION</u>
Crawford Company	Rock Island, IL

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

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

Action / Date
11/26/2024

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
Mayor

Brian Krup
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 liability, 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

By: _____

Title: _____

Date: _____

Attest: _____

Eocene Environmental Group

By: _____

Title: Melissa Campbell, Senior Project Manager

Date: _____

City of Davenport

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

Action / Date
11/26/2024

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 responsible 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:

Attest:

Mike Matson
Mayor

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

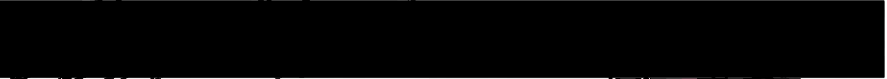
OPENING DATE: November 13, 2024

FUNDING: 50470720 520236 | Risk Claims

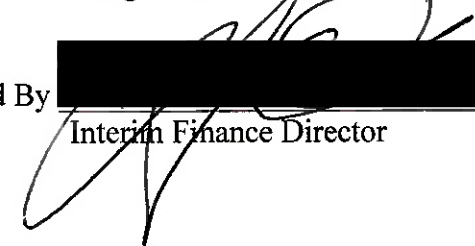
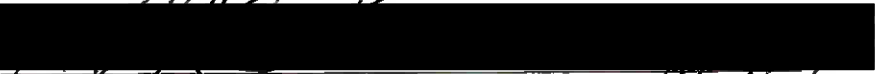
RECOMMENDATION: Award the contract to E&H Restoration LLC of Davenport,
Iowa in the amount of \$160,493.

<u>VENDOR NAME</u>	<u>BID</u>
E&H Restoration LLC of Davenport, IA	\$160,493

Approved By  
Purchasing Date

Approved By  
Dept. Director Date

Approved By  
Budget/CIP Date

Approved By  
Interim Finance Director Date

City of Davenport

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

Action / Date
11/26/2024

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

Contact Info: Tyler Schmidt | 563-326-7909 |

Action / Date

11/26/2024

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:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Information Technology
Contact Info: Cory Smith | 563-888-2162

Action / Date
11/26/2024

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
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
11/26/2024

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:

Attest:

Mike Matson
Mayor

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.

<u>VENDOR NAME</u>	<u>LOCATION</u>
Harris Golf Cars	Dubuque, IA
M & M Golf Cars, LLC	Bettendorf, IA
Miller & Sons Golf Cars LLC	Britt, IA

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Interim Finance Director

Date

City of Davenport

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

Action / Date
11/26/2024

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
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
11/26/2024

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