

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, December 11, 2024; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for November 26, 2024.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for December 4, 2024.

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Design Review Board
 - George Rashid (re-appointment)
 - Corey Martin (re-appointment)

IX. Presentations

1. Government Finance Officers Association Awards

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

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

XII. 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 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]
2. First Consideration: Ordinance amending Chapter 3.34 entitled "Village of East Davenport Self-Supported Municipal Improvement District" of the Municipal Code of Davenport, Iowa to extend the term for twenty additional years pursuant to Iowa Code Chapter 386. [Ward 5]
3. First Consideration: Ordinance to repeal and replace Section 10.16.070 entitled "Automated Traffic Enforcement" of the Municipal Code of Davenport, Iowa to incorporate updates outlined in State of Iowa Code § 321P. [All Wards]
4. First Consideration: Ordinance amending Section 13.16.107 entitled "Rates – Amount" of the Municipal Code of Davenport, Iowa from \$6.31 to \$6.44 to \$6.56 per one hundred cubic feet of water use as determined by water meter readings, per bill rates for monthly commercial bills from \$24.08 to \$24.56 to 25.05, per bill rates for monthly residential bills from \$12.96 to \$13.18 to \$13.40, per bill rates for quarterly residential bills from \$32.88 to \$33.53 to \$34.19, and per bill rates for quarterly commercial bills from \$32.38 to \$33.03 to \$33.69. [All Wards]
5. Resolution accepting work completed under the East 53rd Street Reconstruction Phase I | Brady Street to Eastern Avenue project by Manatt's, Inc of Brooklyn, Iowa in the amount of \$6,247,308.68, CIP #35031. [Wards 7 & 8]
6. Resolution accepting work completed under the West 83rd Street and North Zenith Avenue Extension project by Valley Construction Company of Rock Island, Illinois in the amount of \$2,183,049.90, CIP #36063. [Ward 2]
7. Resolution accepting work completed under the Lorton Avenue Overlay and Drainage Improvement project by Manatts, Inc of Camanche, Iowa in the amount of \$628,048.33, CIP #35062. [Ward 6]
8. Resolution accepting work completed under the West 46th Street (North Lincoln Avenue to North Pine Street) Reconstruction project by CDMI Concrete Contractors, Inc of Port Byron, Illinois in the amount of \$436,686.89, CIP #35062. [Ward 2]
9. Resolution accepting work completed under the West 13th Street (Brown Street to Scott Street) Resurfacing project by Langman Construction Inc of Rock Island, Illinois in the amount of \$248,652.91, CIP #35062. [Ward 3]
10. Resolution accepting work completed under the Compost Facility Aeration Trench Replacement project by Brandt Construction Company of Milan, Illinois in the amount of \$229,776.20, CIP #39016. [Ward 1]
11. Resolution accepting the sanitary sewer and manholes associated with the 56 Enclave

Subdivision. [Ward 6]

12. Resolution approving Change Order #1 in the amount of \$200,000 to KE Flatwork, Inc of Eldridge, Iowa for the Goose Creek Trail Phase III project, CIP #ARP17. [Ward 7]
13. Resolution awarding a contract for engineering services for the PROTECT | LeClaire & 3rd Street Flood Mitigation and River Drive at 3rd & 4th Intersection Realignment project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$615,000, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]
14. Resolution awarding a contract for engineering services for the PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$573,000, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]
15. Resolution awarding a contract for engineering services for the PROTECT | 2nd and Gaines Flood Mitigation project to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$217,410, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]
16. Resolution awarding a contract for engineering services for the Eastern Avenue Bridge (South) Over Goose Creek Replacement project to WHKS & Co of West Des Moines, Iowa in an amount not-to-exceed \$172,200, CIP #21012. [Wards 6 & 7]
17. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Compost Facility Floor Modification project, CIP #39016. [Ward 1]
18. Resolution accepting a grant in the amount of \$70,000 and approving the associated grant agreement with the National Fish and Wildlife Foundation for the Goose Creek Park Environmental Restoration project. [Ward 8]
19. Resolution accepting work completed under the Davenport Skate Park Improvements project by Spohn Ranch, Inc of Los Angeles, California in the amount of \$350,000, CIP #64115. [Ward 3]
20. Resolution awarding a one-year contract, with two possible one-year renewals, for the purchase of Specific and Aggregate Stop Loss Insurance to Reliastar Life Insurance Company/VOYA Financial, and authorizing the Human Resources Director to sign any related documents. [All Wards]
21. Resolution approving the FY 2024 City Street Finance Report for the period July 1, 2023 to June 30, 2024 to be submitted to the Iowa Department of Transportation. [All Wards]
22. Resolution accepting the donation of a storage, office, and classroom building at the Nahant Marsh facility. [Ward 1]
23. Resolution approving an updated lease agreement with Nahant Marsh for the

operations and maintenance of the facility and grounds. [Ward 1]

24. Resolution approving a lease agreement between the City of Davenport and the Davenport Community School District to provide a facility for Junior Theatre programming, contingent on Davenport Community School District Board approval. [Ward 7]
25. Motion approving noise variance requests on the listed dates and times for outdoor events.

German American Heritage Center; Christkindlmarkt; 712 West 2nd Street; 10:00 a.m. - 6:00 p.m. Saturday, December 14, 2024; Outdoor music, over 50 dBA. [Ward 3]

Downtown Davenport Partnership; Icestravaganza; Freight House | 421 West River Drive; 5:00 p.m. - 10:00 p.m. Friday, January 17, 2025; 10:00 a.m. - 10:00 p.m. Saturday, January 18, 2025; and 10:00 a.m. - 10:00 p.m. Sunday, January 19, 2025; Outdoor music, over 50 dBA. [Ward 3]

26. Motion approving beer and liquor license applications.

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

Ward 3

Chill Vibez Lounge, LLC (Chill Vibez Lounge, LLC) - 114 Myrtle Street Unit A/B - Outdoor Area - Premises Update/ Expansion - License Type: Class C Liquor (On-Premises)

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

Ward 1

A&S Food & Gas (Kuljeet Kaur) - 2365 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Davenport Elks Lodge #298 (Benevolent and Protective Order Of Elks #298) - 4400 West Central Park Avenue - License Type: Class C Liquor (On-Premises)

Ward 2

Big 10 Mart #17 (Molo Oil Company) - 2308 West 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Danceland (Danceland Ltd) - 501 1/2 West 4th Street - License Type: Class C Liquor

(On-Premises)

Mac's Tavern (Failte, Inc) - 316 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Renwick Mansion, LLC (The Renwick Mansion, LLC) - 901 Tremont Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

MC's Happy Hallow (DMC Corporation) - 1502 West 14th Street - License Type: Class C Liquor (On-Premises)

Ward 6

Big 10 Mart #18 (Molo Oil Company) - 5310 Corporate Park Drive - License Type: Class E Liquor (Carry-Out)

Buffalo Wild Wings (Blazin' Wings, Inc) - 4860 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

HuHot Mongolian Grill (CCW, LLC) - 3006 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

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

R & C Brazilian Steakhouse, LLC (R & C Brazilian Steakhouse, LLC) - 320 West Kimberly Road #53 - License Type: Class C Liquor (On-Premises)

The Gallery (Nelson Securities, Inc) - 3727 Esplanade Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Kwik Star #167 (Kwik Trip, Inc) - 2050 East 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

27. Motion accepting work completed under the Goose Creek Trail Connection project by Americore LLC of Blue Grass, Iowa in the amount of \$79,078.10, CIP #28028. [Ward 7]
28. Motion awarding a contract for the Water Quality Monitoring project to EnviroNET,

Inc of Davenport, Iowa in the amount of \$97,910, CIP #33055. [Wards 2, 6, & 7]

29. Motion awarding a contract for the West 46th Street Culvert Over Cardinal Creek Guardrail Installation project to Lovewell Fence of Davenport, Iowa in the amount of \$62,350, CIP #35061. [Ward 2]
30. Motion approving the purchase of three Ford pickup trucks from Karl Auto Group of Story City, Iowa in the amount of \$90,441 using Iowa Department of Administrative Services contract #23034A. [All Wards]
31. Motion approving the purchase of a portable electric bus charger from Gillig LLC of Livermore, California in the amount of \$62,500, CIP #24035. [All Wards]
32. Motion approving an increase to the Davenport Municipal Airport aviation fuel surcharge fees. [Ward 8]

XIII. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to add and vote on the listed item.
2. Motion awarding a contract for the Modern Woodmen Park | Netting Expansion project to Empire Fence and Netting of Waverly, Nebraska in the amount of \$84,225, CIP #23076. [Ward 3]

XIV. 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.

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Department: Administration

Contact Info: |

Subject:

Approval of the City Council Meeting minutes for November 26, 2024.

Action / Date

12/11/2024

Attachments:

1. 112624 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Tuesday, November 26, 2024

The City Council of Davenport, Iowa met in regular session on Tuesday, November 26, 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 (*In person:* Alderman R. Dunn, Alderman Kelly, Alderwoman Meginnis, Alderman Gripp, Alderwoman Newton, Alderwoman Lynch, Alderman T. Dunn, Alderman Jobgen, and Alderwoman Burkholder; *Via telephone:* Alderman Reinartz).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman Gripp

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

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

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

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

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.***

VIII. Appointments, Proclamations, Etc.

A. Appointments

APPROVED 2024-496

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. Alderman Gripp moved the below Resolution, seconded by Alderman Jobgen. Upon the roll being called, the following Aldermen voted aye: Alderman Jobgen, Alderman Gripp, Alderman Reinartz, Alderwoman Meginnis, and Alderwoman Lynch; the following Aldermen voted nay: Alderman Kelly, Alderwoman Burkholder, Alderman R. Dunn, and Alderman T. Dunn; and Alderwoman Newton abstained. The Resolution failed due to not receiving a majority vote.

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]

FAILED

XI. Approval of All Items on the Consent Agenda

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

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]

ADOPTED 2024-497

ORDINANCE NO. **2024-497**

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.
Adopted 11/26/2024: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

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]

MOVED TO THIRD CONSIDERATION

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

ADOPTED 2024-498

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]

ADOPTED 2024-499

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

ADOPTED 2024-500

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]

ADOPTED 2024-501

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]

ADOPTED 2024-502

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] **ADOPTED 2024-503**

9. Resolution approving a subaward agreement with Vera French Housing to construct housing using remaining American Rescue Plan Act (ARPA) funding. [Ward 3] **ADOPTED 2024-504**

10. Resolution approving a subaward agreement with Salvation Army QC for rent assistance using remaining American Rescue Plan Act (ARPA) funding. [All Wards] **ADOPTED 2024-505**

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] **ADOPTED 2024-506**

12. Resolution approving a street closure request on the listed dates and times for an outdoor event. **ADOPTED 2024-507**

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] **ADOPTED 2024-508**

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] **ADOPTED 2024-509**

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] **ADOPTED 2024-510**

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] **ADOPTED 2024-511**

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] **ADOPTED 2024-512**

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] **ADOPTED 2024-513**

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] **ADOPTED 2024-514**

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] **ADOPTED 2024-515**

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] **ADOPTED 2024-516**

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] **ADOPTED 2024-517**

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] **ADOPTED 2024-518**

24. Motion approving a noise variance request on the listed date and time for an outdoor event. **PASSED 2024-519**

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. **PASSED 2024-520**

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

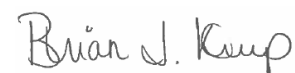
XIII. Public with Business

XIV. Reports of City Officials

The following is a summary of revenue received for the month of October 2024:

Property Taxes	\$32,531,360
Other City Taxes	\$2,910,589
Licenses & Permits	\$129,833
Intergovernmental	\$5,179,049
Charges for Services	\$1,377,747
Use of monies & property	\$169,911
Fines & Forfeits	\$153,343
Bonds/Loan Proceeds	\$76,391
Miscellaneous	\$2,227,205

XV. Adjourn 6:11 p.m.



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 December 4, 2024.

Action / Date

12/11/2024

Attachments:

1. 120424 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, December 4, 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 Newton. Upon the roll being called, all Aldermen were present except Alderman Kelly and Alderwoman Lynch (*In person*: Alderman R. Dunn, Alderwoman Meginnis, Alderwoman Newton, Alderman T. Dunn, Alderman Jobgen, and Alderwoman Burkholder; *Via telephone*: Alderman Reinartz and Alderman Gripp).

The following Public Hearings were held: **Community Development**: 1. on the proposed amendment to Chapter 3.34 entitled "Village of East Davenport Self-Supported Municipal Improvement District" of the Municipal Code of Davenport, Iowa to extend the term for twenty additional years pursuant to Iowa Code Chapter 386. **Public Works**: 1. on the plans, specifications, form of contract, and estimate of cost for the Compost Facility Floor Modification project, CIP #39016.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderwoman Meginnis reviewed all items listed. On motion by Alderman Jobgen, second by Alderman R. Dunn item #3, Resolution approving a revised 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 R. Dunn all items moved to the Consent Agenda. **Public Works**: Alderman R. Dunn reviewed all items listed. On motion by Alderwoman Meginnis, second by Alderwoman Burkholder all items moved to the Consent Agenda. **Finance**: Alderwoman Newton reviewed all items listed. A motion was moved by Alderman Jobgen to send item #3, Resolution adopting the Rules of Order for the Davenport City Council, back to the committee for consideration of comments provided. The motion was seconded by Alderman T. Dunn, and upon the roll being called, all Aldermen present voted aye and the Resolution was sent back to the Rules of Order committee to consider comments provided. On motion by Alderwoman Burkholder, second by Alderman Jobgen all remaining items moved to the Consent Agenda.

On motion by Alderman R. Dunn, second by Alderwoman Meginnis and all Aldermen present voting aye, Council recessed to Executive Session at **7:29 p.m.** to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j) and to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). Council reconvened in Executive Session at **7:35 p.m.** with Mayor Matson and all Aldermen present except Alderman Gripp, Alderman Kelly, Alderwoman Lynch, and Alderman Reinartz (Alderwoman Burkholder, Alderman R. Dunn, Alderman T. Dunn, Alderman Jobgen, Alderwoman Meginnis, and Alderwoman Newton). Others present included City Administrator Doug Maxeiner and Corporation Counsel Sam Huff. On motion by Alderman R. Dunn, second by Alderwoman Meginnis Council went back into open session at **8:58 p.m.** On motion by Alderman Jobgen, second by Alderman T. Dunn Council adjourned at **8:58 p.m.**

City of Davenport

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

Action / Date
12/11/2024

Subject:
Design Review Board
-George Rashid (re-appointment)
-Corey Martin (re-appointment)

Background:
George Rashid and Corey Martin are re-appointments to the Design Review Board. Term dates for these re-appointments are January 1, 2025 - December 31, 2027.

Attachments:
None

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution approving a revised 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:

The City Council voted to not approve a development agreement for this project at the November 26, 2024 City Council Meeting by a vote of 5-4, with one abstention for not having sufficient time to review. Two Council members, Alderman Gripp and Alderman Jobgen, directed staff to place an action item on the agenda for this upcoming (last) cycle of this calendar year (COW 12/4 and CC 12/11) for this project with several changes to the proposed development agreement. The changes include the addition of substantial financial ramifications to the Developer if they fail to comply with the City's requirement to complete Iowa Department of Natural Resources' environmental mitigation/clean-up program, as well as if they fail to complete the streetscape improvements as ordered and within the timeframe specified by the City. There are clear claw back provisions regarding Hotel Motel Tax incentives for nonperformance. The revised agreement does not contain any language to effectively tie together the two buildings envisioned for the site, which are separate projects on separate parcels by separate ownership entities; the Developer team considered this, but would be unable to secure the investment and legal underwriting for the Hotel project.

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. As discovered years before, it is a difficult site to develop as part of the site is located within the floodway and the remainder is located within the floodplain, it likely contains subterranean, environmental challenges, and it is irregularly shaped and relatively small, which can create parking limitations. As part of the plan, the site would be raised roughly 2-3 feet to elevate it up and out of the floodplain. Pending financial approval, the Developer's engineering team will need to prepare detailed floodplain development permit application, which typically involves a multi-month review process through the U.S. Army Corps of Engineers and the Iowa Department of Natural Resources. This proposed project happens to coincide with the City's plans to elevate portions of the adjacent LeClaire and East 3rd Streets with funding recently awarded to the City by the Federal Highway Administration (FHWA).

The initial plan for the hotel was brought before the City's Design Review Board (DRB) in February 2022. Several design recommendations were suggested and, over the next two years, the developer continued to refine plans for the site. Changes included adding a rooftop patio and other, more urban design exterior modifications.

They also decided to subdivide the parcel into two properties that would be developed separately. The hotel would be developed by an ownership entity that includes Kineth Hospitality, a Coralville entity that develops, owns and manages over 125 hotels across Iowa and several other states under flags such as Marriott, Hilton, Hyatt, Best Western, IHG, Radisson and others. They propose a Marriott TownePlace Suites on this site. (Though not part of this agreement, a separate ownership entity would develop a multi-tenant building on the second property located along 3rd Street with restaurant, office use on two floors, and a top floor event center.)

Through this proposed development agreement, the hotel development entity is seeking a partial rebate of the City's portion of the Hotel Motel Tax (HMT) to be generated by this hotel. Staff anticipates that each project would qualify and apply for the City's (standard) Urban Revitalization Tax Exemption (URTE) Program in an upcoming round. 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. Revised 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 revised 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, 82-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; and

WHEREAS, pending financing and permitting, the project is anticipated to begin work in spring/summer of 2025 and be complete by the end of 2026; 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 and the City have negotiated a partial rebate of the hotel/motel taxes that will be generated by the new hotel.

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

Passed and approved this 11th day of December, 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, 82-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, while not part of this development due to it being a separate parcel planned to be developed by a separate ownership group, another building is planned to be constructed during the same general time period on this triangular site 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, the hotel project is anticipated to begin work in Spring/Summer 2025 and be complete by the end of 2026 (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, Developer acknowledges that it has conducted all necessary due diligence and is solely responsible for determining the feasibility of the Project; 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 82 rooms, four stories with a rooftop patio. All aspects of the project shall comply with Federal, State and City codes, including appropriate platting and zoning, development design review, permits, streetscaping, etc.
2. The construction timing of the Project and related street improvements will be carefully coordinated. The intersection improvements at River Drive and 3rd Street, along with the elevation of LeClaire and 3rd Streets, are expected to commence after the Project's completion. Developer agrees to irrevocably donate, without compensation, any additional right-of-way required for the realignment of the intersection, as determined by the City or State. Due to this timing, the Developer will be responsible for any temporary safety measures needed in the ROW at their own expense. While streetscaping along LeClaire and E. 3rd Streets is not required for initial occupancy, the Developer must complete this work within one year of the City's order. Failure to comply may result in forfeiture of the Hotel Motel Tax incentive until the streetscaping is finished. In the event the Developer fails to meet any of the material obligations specified in this section, the City shall have the right to recoup any Hotel Motel Tax incentive already provided. The Developer shall repay the City, within 90 days of written notice, the full amount of any Hotel Motel Tax incentive received. Interest shall accrue on any unpaid amount at the prime rate + 2% on the date the written notice is issued, per annum until paid in full. The City's right to recoup the Hotel Motel tax incentive under this provision shall survive the termination or expiration of this Agreement.

This Agreement waives the sidewalk requirement along the River Drive portion of the project. Given that River Drive is a State highway with limited space, high traffic speeds, and existing pedestrian options nearby, no new sidewalk will be required along this section.

The City shall have sole discretion in determining when to issue the order for streetscape completion, based on the progress of adjacent public improvements and other relevant factors.

Effective coordination among the Developer's contractors, City contractors, City staff, and the Developer will be crucial throughout the project. All parties must engage in thorough advance planning and maintain open lines of communication to ensure smooth execution of both the Project and associated public improvements. Developer agrees to respond to City inquiries regarding the projects within this section within 2 business days of receiving the inquiry.

3. To be eligible for the incentive below, the Developer agrees to enroll in and satisfactorily complete the Iowa Department of Natural Resources' Land Recycling Program. Developer shall provide quarterly written updates to the City regarding its progress in the Iowa Department of Natural Resources' Land Recycling Program. Failure to comply with this

voluntary program will result in the City disqualifying the Developer for the hotel/motel tax partial rebate.

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 material condition of this agreement is not met or is proposed to be modified, such modification or rectification shall only be effected through mutual agreement, documented in writing and duly signed by all parties involved. Material conditions include but are not limited to: alterations to the building footprint of more than 10%, changes to exterior materials impacting more than 10% of the surface area, modifications to the number of stories in the proposed design, extensions to the deadlines for commencing construction or initiating rebates, or adjustments to the Hotel Motel Tax reimbursement percentage or time period. Any deviation from these conditions without written consent shall constitute a breach of this agreement. In the event of a material breach by Developer, in addition to any other remedies available at law or in equity, the City may suspend or terminate any tax exemptions or rebates provided under this Agreement.
5. If construction of the Project does not commence by December 31, 2025, the City may, at its sole discretion, terminate this Agreement upon written notice to the Developer.
6. Developer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, damages, or liabilities arising out of or related to the Project or Developer's performance under this Agreement. 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.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any legal action arising from this Agreement shall be brought in the Iowa District Court in Scott County.
8. 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









TOWNEPLACE SUITES

RESTAURANT

City of Davenport

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

Action / Date
12/11/2024

Subject:

Third 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

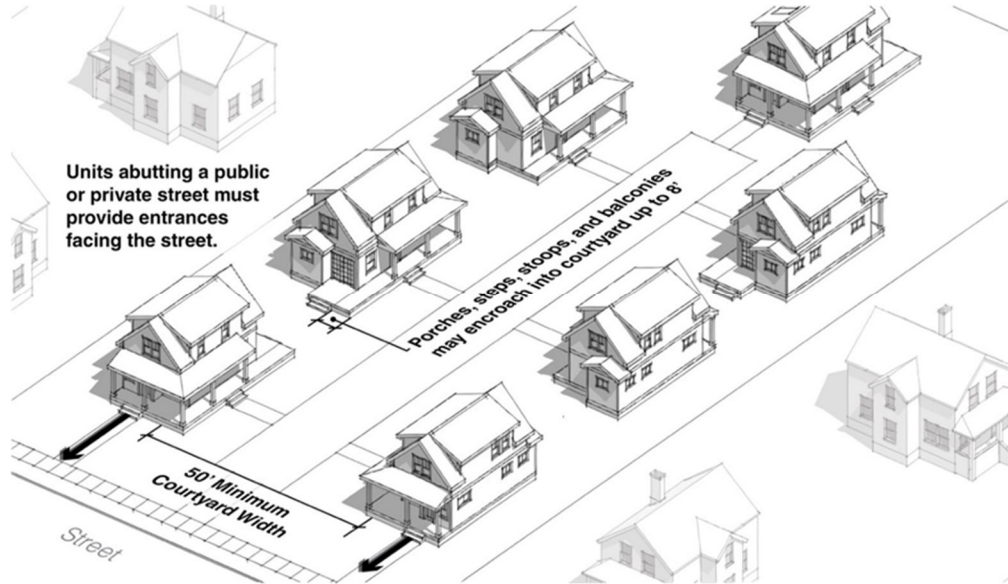
In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

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

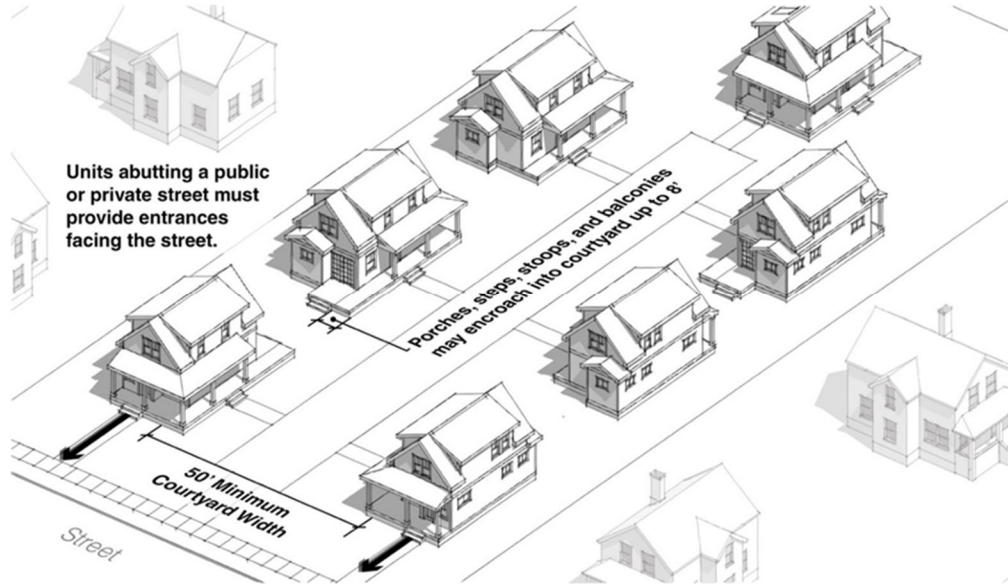
In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

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:

~~Red Text with Strikethrough~~

Blue Text with Underline

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

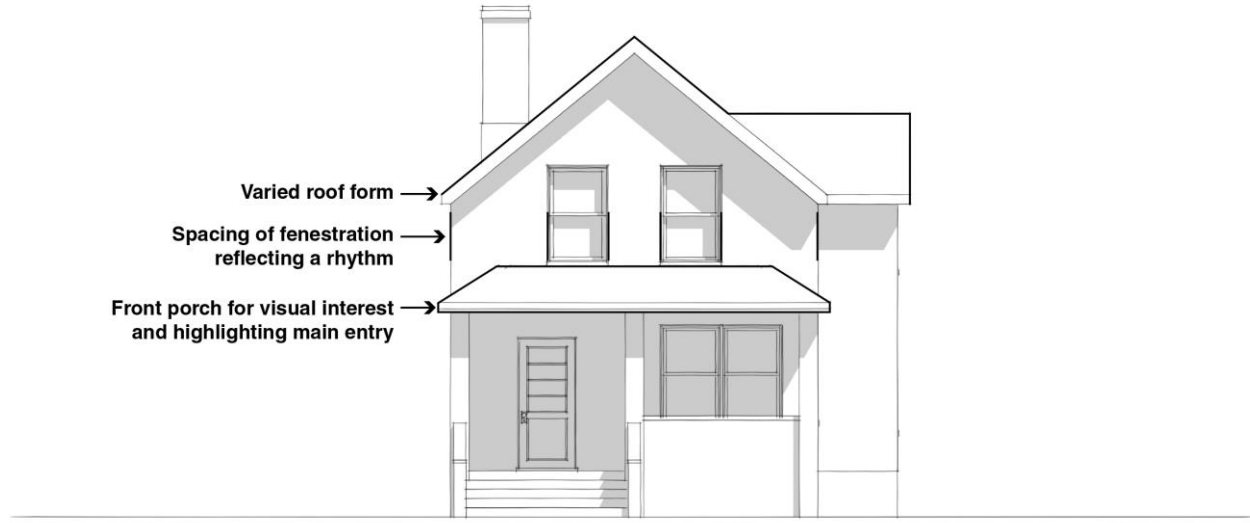
a. Building materials should be consistently applied on all exterior faces of new homes. Elevations of different materials or colors are not permitted, such as brick or stone front facades, with vinyl siding on side and rear elevations.

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. ~~S~~-AG AGRICULTURAL 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.

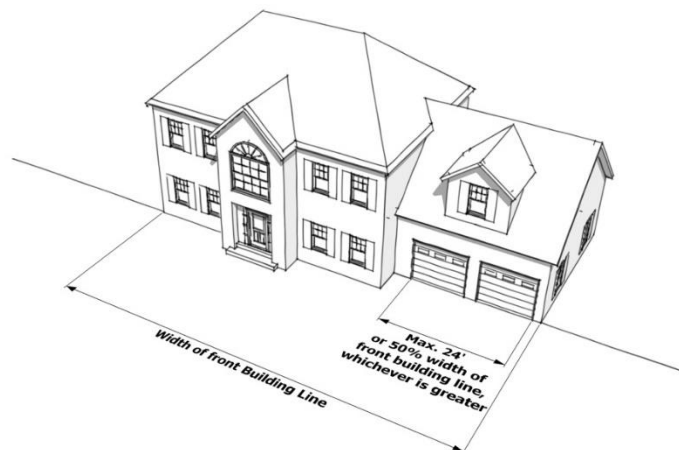
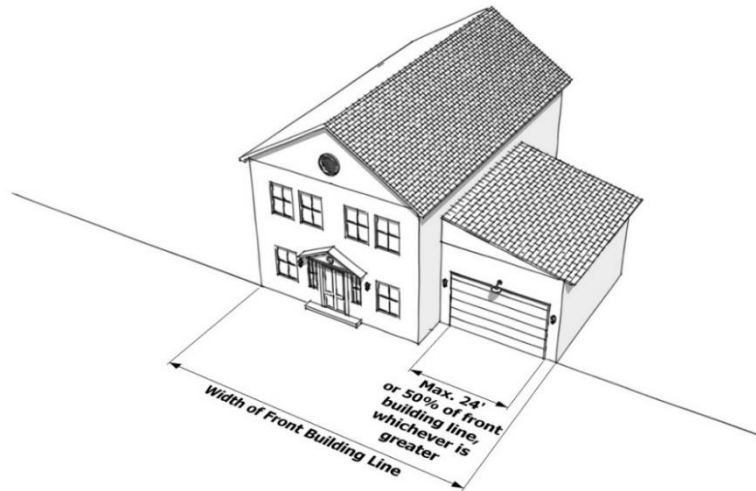
P. Dwelling - Single-Family, Single-Family Semi-Detached, Two-Family, and Townhouse

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.

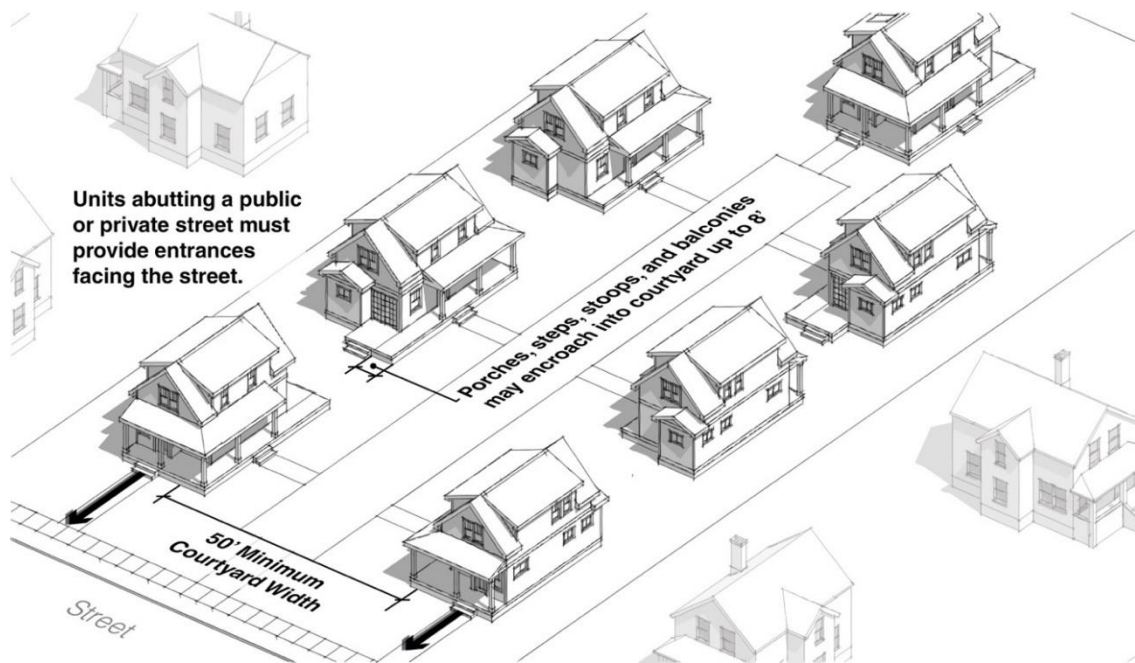
**DELETE BELOW DIAGRAMS
ATTACHED GARAGE WIDTH**



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:

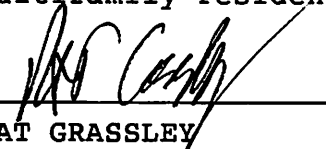
(a) The building is located in an area designated and declared as a state or local historic district under applicable law.

(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.

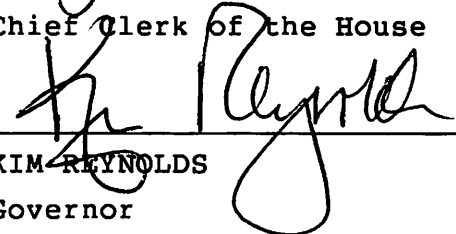

PAT GRASSLEY
Speaker of the House


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.

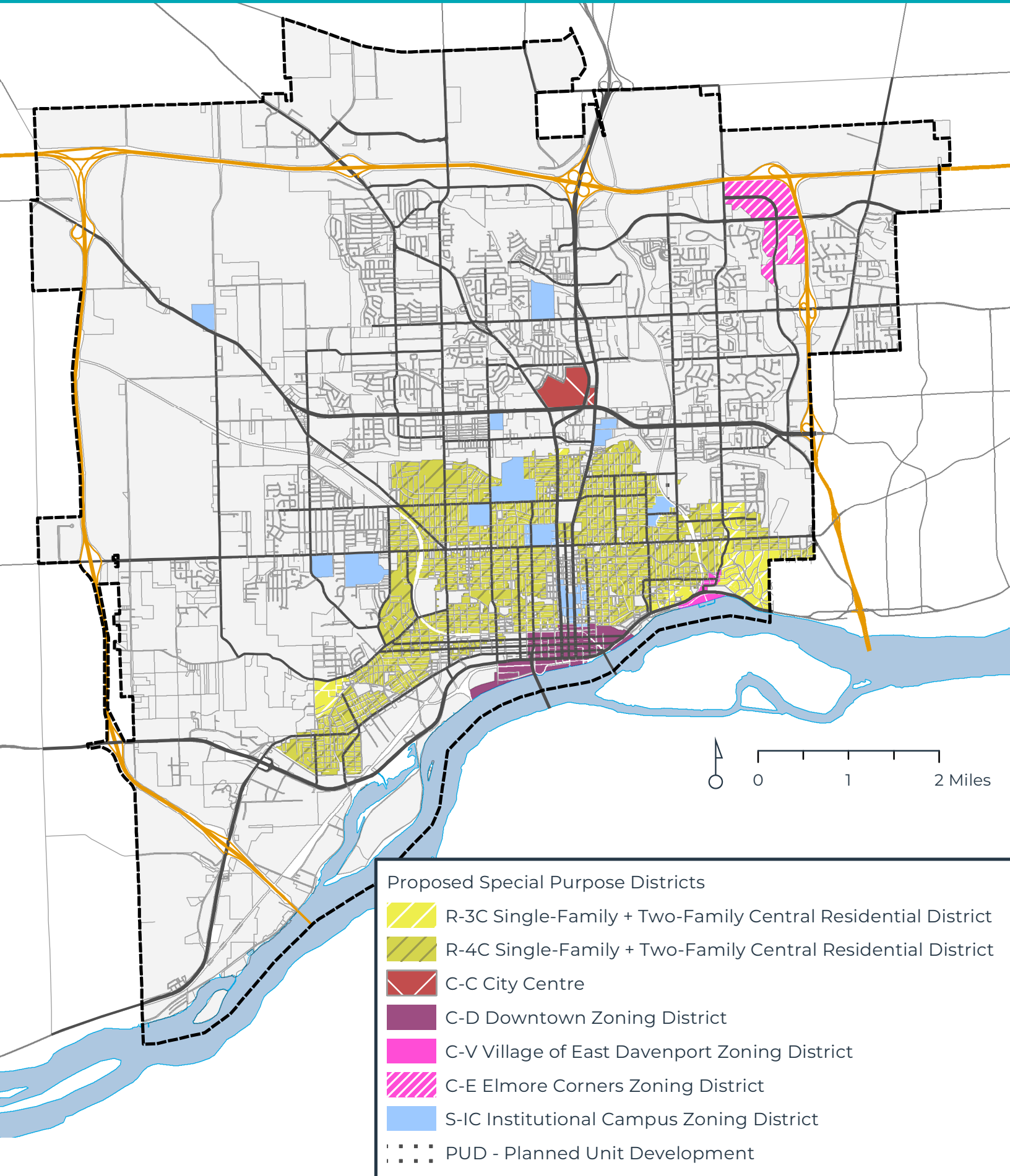
Point Total
(20 minimum)

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
12/11/2024

Subject:

First Consideration: Ordinance amending Chapter 3.34 entitled "Village of East Davenport Self-Supported Municipal Improvement District" of the Municipal Code of Davenport, Iowa to extend the term for twenty additional years pursuant to Iowa Code Chapter 386. [Ward 5]

Recommendation:

Adopt the Ordinance.

Background:

Iowa Code Chapter 386 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
- Length of 20 years beginning July 2025

Per the State Code, 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. They have collected signatures from 31 out of 59 properties (52.5%) representing 52.99% of the total assessed valuation.

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."

Per State code, public notice was sent via certified mail to all property owners of record in the proposed SSMID area and the Public Notice was published in the Quad City Times on November 27, 2024.

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3.34 ENTITLED "VILLAGE OF EAST DAVENPORT SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO EXTEND THE TERM FOR TWENTY ADDITIONAL YEARS PURSUANT TO IOWA CODE CHAPTER 386.

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

WHEREAS, Chapter 386 of Iowa Code allows for the establishment and amendment of Self-Supporting Municipal Improvement Districts (SSMIDs) to improve and/or maintain said districts; and

WHEREAS, the Village of East Davenport SSMID was created in the early 1990's; and

WHEREAS, at least twenty-five percent (25%) of all owners of property within the Village of East Davenport Self-Supporting Municipal Improvement District and being owners of property within the Village of East Davenport SSMID having an assessed value of at least twenty-five percent (25%) of the property, pursuant to Iowa Code Chapter 386; and

WHEREAS, the Village of East Davenport SSMID desires to continue the request to the City Council of Davenport, Iowa provide by Ordinance that the taxes described below shall be levied for a period of twenty (20) calendar years, with the levy of taxes to begin in the fiscal year beginning July 2025 and continue for twenty (20) additional fiscal years, unless extended by amendment; and

WHEREAS, the Village of East Davenport SSMID desires to continue a self-supported improvement district operation fund to be known as the "Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund" and annually levy a tax known as the Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund Tax" (hereinafter the Capital Tax), which shall not exceed One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property within the Village of East Davenport Self-Supported Municipal Improvement District. The Capital Tax shall fund the Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund.

WHEREAS, the Village of East Davenport SSMID desires to continue a self-supported improvement district operation fund to be known as the "Village of East Davenport Self-Supported Municipal Improvement District Operation Fund" and annually levy a tax known as the Village of East

Davenport Self-Supported Municipal Improvement District Capital Improvement Fund Tax” (hereinafter the Operation Tax), which shall not exceed One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property within the Village of East Davenport Self-Supported Municipal Improvement District. The Operation Tax shall fund the Village of East Davenport Self-Supported Municipal Improvement District Operation Fund.

NOW THEREFORE, the Davenport Municipal Code Chapter 3.34.040 is hereby amended to extend the period for the levy of operation fund taxes in the amount of One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property for the Village of East Davenport Self-Supported Municipal Improvement District beginning July 1, 2025 for twenty additional fiscal years as defined in Section 3.34.020.

NOW THEREFORE, the Davenport Municipal Code Section 3.34.060 is hereby amended to extend the period for the levy of capital improvement fund taxes in the amount of One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property for the Village of East Davenport Self-Supported Municipal Improvement District beginning July 1, 2025 for twenty additional fiscal years as defined in Section 3.34.020.

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:

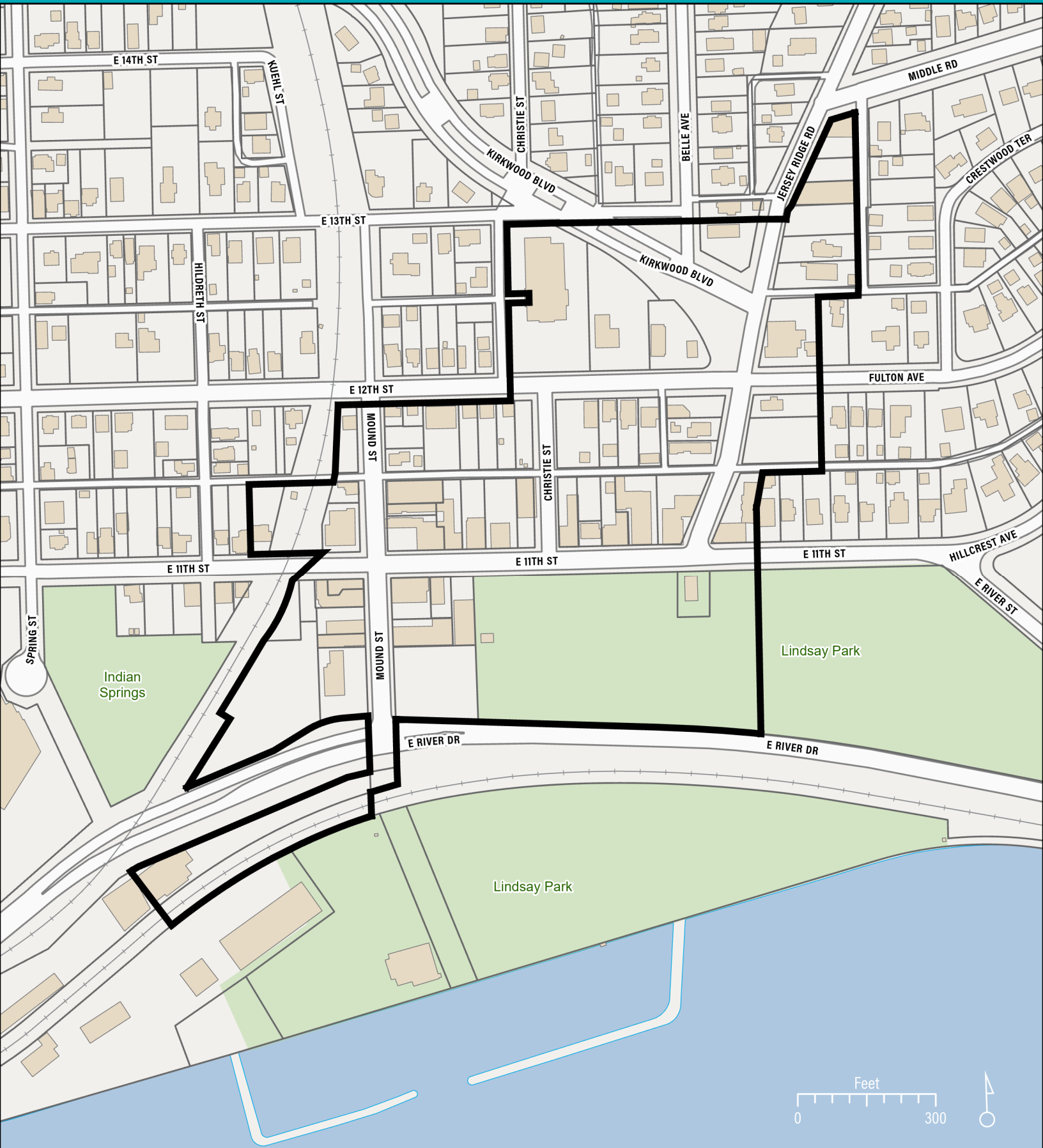
Mike Matson
Mayor

Brian Krup
Deputy City Clerk



East Village SSMID

Legal Description



City of Davenport

Department: Police

Contact Info: Chief Bladel | 563-326-6133 |

Action / Date

12/11/2024

Subject:

First Consideration: Ordinance to repeal and replace Section 10.16.070 entitled "Automated Traffic Enforcement" of the Municipal Code of Davenport, Iowa to incorporate updates outlined in State of Iowa Code § 321P. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Pursuant to new State law that was passed surrounding automated traffic enforcement ("ATE") and the requirements of the State "Setoff" law Chapter 421.65, the City of Davenport must update the Municipal Code to reflect these changes. Since changes were being made to reflect state law, staff also reorganized the Code to allow for better formatting and structure throughout this section of the Code.

Attachments:

1. Ordinance
2. ATE Code Updates

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE SECTION 10.16.070. ENTITLED "AUTOMATED TRAFFIC ENFORCEMENT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE UPDATES OUTLINED IN STATE OF IOWA CODE § 321P.

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

Section 1. That Chapter 10.16.070 of the Municipal Code of Davenport, Iowa is hereby repealed and replaced with the following:

A. General.

1. The City of Davenport's Automated Traffic Enforcement Program will comply with all requirements outlined in the State of Iowa Code § 321P.
2. The City of Davenport, in accordance with the police powers authorized it by the state of Iowa for governing safe traffic flow, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals or speed regulations at intersections or other locations in the city that result in critical traffic safety issues such as traffic collisions, or crashes resulting in serious injury or death. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the City's police department. Video images shall be provided to the police department by the contractor for review. The police department will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

B. Definitions.

1. AUTOMATED TRAFFIC CITATION – Shall mean a notice of a traffic violation generated and affirmed through the automated traffic enforcement system.
2. AUTOMATED TRAFFIC ENFORCEMENT SYSTEM – Shall mean an electronic system consisting of a camera or other optical device to work in conjunction with a vehicle sensor or speed measuring device to produce a video or photograph that is then reviewed and approved by an officer from the local police department and/or a trained department employee to affirm a traffic violation occurred.
3. VEHICLE OWNER – Shall mean the person who holds the legal title to a motor vehicle. However, if the motor vehicle is the subject of a security agreement with a right of possession in the debtor, the debtor is deemed the owner, or if the motor vehicle is leased as defined in Iowa Code § 321.493, the lessee is deemed the owner for this section.

C. Vehicle Owner Subject to Civil Fine for Automated Traffic Citations.

1. The vehicle owner shall be liable for a fine as imposed below if such vehicle crosses a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or red arrow.
2. The vehicle owner shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted speed limit.
3. A list of non-exclusive exemptions from liability under this Section are set forth below and shall not be considered violations for purposes of the Automated Traffic Enforcement System.
 - a. The violation occurred after the vehicle in question or its state registration plates were reported to a law enforcement agency as stolen and were not yet recovered.
 - b. The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
 - c. The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
 - d. The officer or employee reviewing the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
 - e. The officer or employee reviewing the image determines that the vehicle in question was lawfully participating in a funeral procession.
 - f. The officer or employee reviewing the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.
 - g. The officer or employee reviewing the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
 - h. The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction.
4. The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates.

D. Notice of Automated Traffic Citations.

1. After review and affirmation by a police officer or employee of the violation detected by the Automated Traffic Enforcement System, a notice will be mailed to the Vehicle Owner for each detected violation.
2. The notice will be mailed within 30 days after receiving the Vehicle Owner's information.
3. The notice shall include the name and address of the Vehicle Owner, the vehicle make, the violation alleged, the time, date, and location of the alleged violation, the applicable fine, information pertaining to how the citation may be challenged, and notification that the citation is based upon an image generated by an Automatic Traffic Enforcement System.

E. Penalty for Violations.

1. A civil fine of \$100 shall be imposed for any violation of subsection C1, which shall be payable to the City of Davenport at the City's finance department.
2. A civil fine, as listed in the table below, shall be imposed for any violation of subsection C2, which shall be payable to the City of Davenport at the City's finance department. Violations occurring in Construction Zones shall incur greater fines as indicated below.

Speed Over Limit	Civil Fine	If in Construction Zone
11 through 20 MPH	\$75	\$150
21 through 25 MPH	\$100	\$200
26 through 30 MPH	\$200	\$500
Over 30 MPH	\$500	\$1000

F. Challenging an Automated Traffic Citation.

1. The vehicle owner who receives a citation for a violation detected by the automated traffic enforcement system may appeal the violation through the Davenport Police Department and submit clear and convincing evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.
 - a. As part of the appeal, the owner shall provide the name and address of the person who was operating the motor vehicle at the time of the violation.
 - b. If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.
2. A recipient of an automated traffic citation may dispute the citation by requesting an issuance of a municipal infraction citation by the police department.
 - a. Such request will result in a required court appearance by the recipient and in the scheduling of a trial before a judge or magistrate at the Scott County Courthouse.
 - b. The issuance of a municipal infraction citation will cause the imposition of state mandated court costs which are added to the amount of the violation if the court finds the recipient guilty.

G. Failure to Timely Pay or Challenge.

1. A recipient of a notice of violation who does not request the issuance of a municipal infraction citation to dispute the alleged violation by contested proceedings before a judge or magistrate within the time specified by the notice of violation, will be deemed to have waived his right to dispute the violation, and the violation will be admitted with the civil penalty being due and owing to the City.
2. A notice of intent to default will be mailed to the recipient at least **10 days prior** to the deadline for contesting.
3. If the recipient of an automated traffic citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the vehicle owner in accordance with City of Davenport Municipal Code Chapter 1.30.020 and Iowa Code § 364.22 , seeking judgment for the applicable civil fine plus state-mandated filing fees, court

- costs, and any other administrative fees associated to the collection of the fine.
4. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment, together with interest as permitted by law.
 5. Collection of that judgment may include referral to the debt collection program as administered by the Iowa Department of Revenue.
 6. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the vehicle owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

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

10.16.070. Automated traffic enforcement. [Ord. 2009-337 § 1; Ord. 2005-361; Ord. 2004-35]

A. General.

1. The City of Davenport's Automated Traffic Enforcement Program will comply with all requirements outlined in the State of Iowa Code § 321P.

~~1.2.~~ The City of Davenport, in accordance with the police powers authorized it by the state of Iowa for governing safe traffic flow, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals or speed regulations at intersections or other locations in the city that result in critical traffic safety issues such as traffic collisions, or crashes resulting in serious injury or death. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the City's police department. Video images shall be provided to the police department by the contractor for review. The police department will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

B. Definitions.

1. AUTOMATED TRAFFIC CITATION – Shall mean a notice of a traffic violation generated and affirmed through the automated traffic enforcement system.

~~1.2.~~ AUTOMATED TRAFFIC ENFORCEMENT SYSTEM – Shall mean an electronic system consisting of a ~~photographic, video, or electronic~~ camera or other optical device ~~and a to work in conjunction with a vehicle sensor or speed measuring device installed to work in conjunction with an~~ to produce a video or photograph that is then reviewed and approved by an officer from the local police department and/or a department employee to affirm a traffic violation occurred. ~~official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.~~

~~2.3.~~ VEHICLE OWNER – Shall mean the person ~~or entity identified by the Iowa Department of Transportation, or registered with any other state vehicle registration office, as the registered owner of a vehicle~~ who holds the legal title to a motor vehicle. However, if the motor vehicle is the subject of a security agreement with a right of possession in the debtor, the debtor is deemed the owner, or if the motor vehicle is leased as defined in Iowa Code § 321.493, the lessee is deemed the owner for this section.

C. Vehicle Owner Subject to Civil Fine for Automated Traffic CitationsOffense.

1. The vehicle owner shall be liable for a fine as imposed below if such vehicle crosses a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or red arrow.

2. The vehicle owner shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted speed limit.

3. A list of non-exclusive exemptions from liability under this Section are set forth below and shall not be considered violations for purposes of the Automated Traffic Enforcement System.

- a. The violation occurred after may be rebutted by a showing that a stolen vehicle report was made on the vehicle encompassing the time period in question or its state registration plates were reported to a law enforcement agency as stolen and were not yet recovered.
- b. The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
- c. The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
- d. The reviewing officer inspecting the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
- e. The reviewing officer or employee inspecting the image determines that the vehicle in question was lawfully participating in a funeral procession.
- f. The reviewing officer or employee inspecting the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.
- g. The reviewing officer or employee inspecting the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
- ~~a.h.~~ The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction.

~~3.4.~~ The citation will in no event be sent or reported to The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates for the purpose of being added to the vehicle owner's driving record.

D. Notice of Automated Traffic Citations.

1. After review and affirmation by a police officer or employee of the violation detected by the Automated Traffic Enforcement System, a notice will be mailed to the Vehicle Owner for each detected violation.
2. The notice will be mailed within 30 days after receiving the Vehicle Owner's information.
3. The notice shall include the name and address of the Vehicle Owner, the vehicle make, the violation alleged, the time, date, and location of the alleged violation, the applicable fine, information pertaining to how the citation may be challenged, and notification that the citation is based upon an image generated by an Automatic Traffic Enforcement System.

D.E. Penalty for Violations and Appeal.

1. ~~The vehicle owner who receives a citation for a violation detected by a system may appeal the violation through the City of Davenport's appeal process and submit evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.~~
 - a. ~~As part of the appeal, the owner shall provide the name and address of the~~

~~person who was operating the motor vehicle at the time of the violation.~~

- b. ~~If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.~~

~~2.1. A civil fine of \$100 shall be imposed for any violation of subsection C1, which shall be payable to~~ Any violation of subsection C1 above shall be considered a notice of violation for which a civil fine of \$100 shall be imposed, payable to the City of Davenport at the City's finance department.

~~3.2. A civil fine, as listed in the table below, shall be imposed for any violation of subsection C2, which shall be payable to~~ Any violation of subsection C2 above shall be considered a notice of violation for which a civil fine as listed in the table below shall be imposed, payable to the City of Davenport at the City's finance department. Violations occurring in Construction Zones shall incur greater fines as indicated below.

<u>Speed Over Limit</u>	<u>Civil Fine</u>	<u>If in Construction Zone</u>
<u>11 through 20 MPH</u>	<u>\$75</u>	<u>\$150</u>
<u>21 through 25 MPH</u>	<u>\$100</u>	<u>\$200</u>
<u>26 through 30 MPH</u>	<u>\$200</u>	<u>\$500</u>
<u>Over 30 MPH</u>	<u>\$500</u>	<u>\$1000</u>

F. Challenging an Automatic Traffic Citation.

1. The vehicle owner who receives a citation for a violation detected by the automated traffic enforcement system may appeal the violation through the Davenport Police Department and submit clear and convincing evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.

a. As part of the appeal, the owner shall provide the name and address of the person who was operating the motor vehicle at the time of the violation.

b. If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.

2. A recipient of an automated traffic citation may dispute the citation by requesting an issuance of a municipal infraction citation by the police department.

a. Such request will result in a required court appearance by the recipient and in the scheduling of a trial before a judge or magistrate at the Scott County Courthouse.

~~a.b.~~ The issuance of a municipal infraction citation will cause the imposition of state mandated court costs to be which are added to the amount of the violation if in the event of a guilty finding by the court finds the recipient guilty.

G. Failure to Timely Pay or Challenge.

1. If a recipient of a notice of violation who does not request the issuance of a municipal infraction citation to dispute the alleged violation by contested proceedings before a

judge or magistrate within the time specified ~~within by~~ the notice of violation, ~~the recipient~~ will be deemed to have waived his right to dispute the violation, and the violation will be admitted with the civil penalty being due and owing to the City.

- ~~4.2.~~ A notice of intent to default will be mailed to the recipient at least **10 days prior** to the deadline for contesting.
- ~~3.~~ If the recipient of an automated traffic citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the vehicle owner in accordance with City of Davenport Municipal Code Chapter 1.30.020 and Iowa Code § 364.22 ~~of the Code of Iowa~~, seeking judgment for the applicable civil fine ~~provided in § 313-12.4B and C~~, plus state-mandated filing fees, court costs, and any other administrative fees associated to the collection of the fine.
- ~~4.~~ If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment, together with interest as permitted by law.
- ~~5.~~ Collection of that judgment may include referral to the debt collection program as administered by the Iowa Department of Revenue.
- ~~5.6.~~ Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the vehicle owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
12/11/2024

Subject:

First Consideration: Ordinance amending Section 13.16.107 entitled "Rates – Amount" of the Municipal Code of Davenport, Iowa from \$6.31 to \$6.44 to \$6.56 per one hundred cubic feet of water use as determined by water meter readings, per bill rates for monthly commercial bills from \$24.08 to \$24.56 to 25.05, per bill rates for monthly residential bills from \$12.96 to \$13.18 to \$13.40, per bill rates for quarterly residential bills from \$32.88 to \$33.53 to \$34.19, and per bill rates for quarterly commercial bills from \$32.38 to \$33.03 to \$33.69. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The City has a fundamental responsibility to protect the health and property of its citizens. A key part of this mission is the establishment and upkeep of a reliable sanitary sewer system and the operation of the regional water pollution control plant. For over 40 years, sewer rates have generated the necessary funding to maintain this critical infrastructure. The rationale for using a fee-based system rather than property taxes is based on the principle that users should pay according to the service they consume. This structure is especially important for entities such as hospitals, colleges, and churches, which do not pay property taxes but still significantly use the system and derive substantial benefit from its services. Sewer fees, therefore, provide a fair and equitable way for all users to contribute to the cost of operation and system maintenance.

The City performs a sewer rate study annually to ensure revenues fully support the utility's operating and capital needs. The capital improvement program includes upgrades to the Water Pollution Control Plant and projects required by the City's consent order with the Iowa Department of Natural Resources (IDNR). These projects address critical system issues, including reducing stormwater inflow and infiltration, upgrading infrastructure, and ensuring compliance with stricter EPA and IDNR regulations.

The sewer rates are integral to funding several key projects outlined in the consent order. These projects are focused on eliminating all bypasses from the treatment facility, improving effluent quality to meet heightened environmental standards, and making essential upgrades to the sewer system. Specific initiatives include conducting system assessments, reducing the amount of groundwater, rainwater, and river water infiltrating the system, rehabilitating and replacing aging infrastructure, optimizing the water pollution control plant, providing flood protection for the Water Pollution Control Plant and the Compost facility, and future effluent disinfection upgrades to manage sewer flow better.

The rate increase will not affect customers who are exempt from sewer fees. The current eligibility criteria for exemption include individuals aged 65 and older and people with disabilities who meet the income threshold of \$25,328 or below.

Additionally, the City will continue funding its no-fault sewer backup reimbursement policy, which helps residents manage cleanup and prevent future backups. A nominal fee of \$0.50 included in residential customers' monthly or quarterly bills helps sustain this program. It has been an effective tool for assisting homeowners in addressing sewer backups and preventing future incidents.

This approach ensures the City can maintain a robust, environmentally compliant sewer system while keeping costs fair and manageable for all residents.

Attachments:

1. Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 13.16.107 ENTITLED "RATES – AMOUNT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA FROM \$6.31 TO \$6.44 TO \$6.56 PER ONE HUNDRED CUBIC FEET OF WATER USE AS DETERMINED BY WATER METER READINGS, PER BILL RATES FOR MONTHLY COMMERCIAL BILLS FROM \$24.08 TO \$24.56 TO \$25.05, PER BILL RATES FOR MONTHLY RESIDENTIAL BILLS FROM \$12.96 TO \$13.18 TO \$13.40, PER BILL RATES FOR QUARTERLY RESIDENTIAL BILLS FROM \$32.88 TO \$33.53 TO \$34.19, AND PER BILL RATES FOR QUARTERLY COMMERCIAL BILLS FROM \$32.38 TO \$33.03 TO \$33.69.

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

Section 1. That Subsection 13.16.107(A) be and the same is hereby amended to read as follows:

4. Effective July 1, 2025: 644.00 cents per one hundred cubic feet of water use as determined by water meter readings.

Section 2. That Subsection 13.16.107(B) be and the same is hereby amended to read as follows:

4. Effective July 1, 2025
 - a. 2456.00 cents per bill for monthly billed commercial customers,
 - b. 1318.00 cents per bill for monthly billed residential customers,
 - c. 3353.00 cents per bill for quarterly commercial billed customers,
 - d. 3303.00 cents per bill for quarterly residential billed customers.

Section 3. That Subsection 13.16.107(A) be and the same is hereby amended to read as follows:

5. Effective July 1, 2027: 656.00 cents per one hundred cubic feet of water use as determined by water meter readings.

Section 4. That Subsection 13.16.107(B) be and the same is hereby amended to read as follows:

5. Effective July 1, 2027
 - a. 2505.00 cents per bill for monthly billed commercial customers,

- b. 1340.00 cents per bill for monthly billed residential customers,
- c. 3369.00 cents per bill for quarterly billed commercial customers,
- d. 3419.00 cents per bill for quarterly billed residential customers.

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 not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1 and 2 of this ordinance shall be in full force and effective on July 1, 2025, and Sections 3 and 4 shall be in full force and effective on July 1, 2027 after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution accepting work completed under the East 53rd Street Reconstruction Phase I | Brady Street to Eastern Avenue project by Manatt's, Inc of Brooklyn, Iowa in the amount of \$6,247,308.68, CIP #35031. [Wards 7 & 8]

Recommendation:

Adopt the Resolution.

Background:

This project included the complete reconstruction of the existing four-lane pavement of East 53rd Street from Brady Street to the westerly radius return of Eastern Avenue, approximately 1 mile in length, that provided a fifth lane (two-way left turn). The two-way left turn lane was taken out in advance of the existing bridge located at the Goose Creek crossing as well as the railroad crossing at Deere Creek.

The completed 61' B-B typical pavement section was constructed with a drainable subbase and associated subdrains. The project also included underground storm sewer detention structures and storm sewer modifications as needed to accommodate widening of the roadway along with construction of a 5' wide sidewalk on the north side of East 53rd Street and an 8' wide shared-use path on the south side for the entire project length.

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 East 53rd Street Reconstruction Phase I | Brady Street to Eastern Avenue project completed by Manatt's, Inc of Brooklyn, Iowa in the amount of \$6,247,308.68, CIP #35031.

WHEREAS, the City of Davenport entered into a contract with Manatt's Inc of Brooklyn, Iowa for the East 53rd Street Reconstruction Phase I | Brady Street to Eastern Avenue project; and

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

WHEREAS, the final cost of the contract was \$6,247,308.68.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the East 53rd Street Reconstruction Phase I | Brady Street to Eastern Avenue project by Manatt's, Inc of Brooklyn, Iowa in the amount of \$6,247,308.68 is hereby accepted.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution accepting work completed under the West 83rd Street and North Zenith Avenue Extension project by Valley Construction Company of Rock Island, Illinois in the amount of \$2,183,049.90, CIP #36063. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

This project included construction of approximately 2,308 feet of roadway extending from West 83rd Street at Fairmount Street to the west and from the West 83rd Street extension approximately 1,179 feet north to North Zenith Avenue in the Russell Industrial Park. Construction also included sanitary sewer, watermain, and stormwater control elements.

This project is budgeted in CIP #36063, of which \$942,073 is RISE Grant eligible and the remaining associated costs will be borne by the developer per the approved economic development agreement approved on January 26, 2022.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION of accepting work completed under the West 83rd Street and North Zenith Avenue Extension project by Valley Construction Company of Rock Island, Illinois in the amount of \$2,183,049.90.

WHEREAS, the City of Davenport entered into a contract with Valley Construction Company of Rock Island, Illinois for the West 83rd Street and North Zenith Avenue Extension project; and

WHEREAS, work on the project has been satisfactorily completed; and

WHEREAS, the final cost of the project was \$2,183,049.90 of which \$942,073 is RISE Grant eligible and the remaining amount will be borne by the developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the West 83rd Street and North Zenith Avenue Extension project by Valley Construction Company of Rock Island, Illinois in the amount of \$2,183,049.90 is hereby accepted.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution accepting work completed under the Lorton Avenue Overlay and Drainage Improvement project by Manatts, Inc of Camanche, Iowa in the amount of \$628,048.33, CIP #35062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The roadway surface on Lorton Avenue from 46th Street to 53rd Street, 51st Street from Lorton Avenue to Fairhaven Road, and Fairhaven Road from 51st Street north to its terminus had fallen into disrepair. Work included 3 inches of asphalt overlay, improvements to driveway approaches, and storm sewer upgrades.

The final cost of the project was \$628,048.33 funded in CIP #35062.

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 Lorton Avenue Overlay and Drainage Improvement project by Manatts, Inc of Camanche, Iowa in the amount of \$628,048.33, CIP #35062

WHEREAS, the City of Davenport entered into a contract with Manatt's, Inc of Camanche, Iowa for the Lorton Avenue Overlay and Drainage Improvement project; and

WHEREAS, work on the project has been satisfactorily completed; and

WHEREAS, the final cost of the contract was \$628,048.33.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Lorton Avenue Overlay and Drainage Improvement project by Manatts, Inc of Camanche, Iowa in the amount of \$628,048.33 is hereby accepted.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution accepting work completed under the West 46th Street (North Lincoln Avenue to North Pine Street) Reconstruction project by CDMI Concrete Contractors, Inc of Port Byron, Illinois in the amount of \$436,686.89, CIP #35062. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

West 46th Street from North Lincoln Avenue to North Pine Street was an asphalt roadway without curbs and gutters. The roadway had fallen into disrepair and was in need of upgrading to bring it to current standards. Improvements included concrete curbs and gutters, rock base with subdrains, 8-inch asphalt pavement, and driveway and sidewalk improvements.

The total cost of the project was \$436,686.89 which was funded in CIP #35062.

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 West 46th Street (North Lincoln Avenue to North Pine Street) Reconstruction project by CDMI Concrete Contractors of Port Byron, Illinois in the amount of \$436,686.89, CIP #35062.

WHEREAS, the City of Davenport entered into a contract with CDMI Concrete Contractors for the W. 46th Street Reconstruction project; and

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

WHEREAS, the final cost of the contract was \$436,686.89.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the work completed under the West 46th Street (North Lincoln Avenue to North Pine Street) Reconstruction project by CDMI Concrete Contractors of Port Byron, Illinois in the amount of \$436,686.89 is hereby accepted.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution accepting work completed under the West 13th Street (Brown Street to Scott Street) Resurfacing project by Langman Construction Inc of Rock Island, Illinois in the amount of \$248,652.91, CIP #35062. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

This project involved resurfacing the pavement with asphalt and replacing driveways and curbs as well as sidewalks and signage on West 13th between Brown Street and Scott Street.

The total cost of was \$248,652.91 funded in CIP #35062.

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 West 13th Street (Brown Street to Scott Street) Resurfacing project by Langman Construction, Inc of Rock Island, Illinois in the amount of \$248,652.91, CIP #35062.

WHEREAS, the City of Davenport entered into a contract with Langman Construction, Inc of Rock Island, Illinois for the West 13th Street (Brown Street to Scott Street) Resurfacing project; and

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

WHEREAS, the final cost of the contract was \$248,652.91.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the West 13th Street (Brown Street to Scott Street) Resurfacing project by Langman Construction, Inc of Rock Island, Illinois in the amount of \$248,652.91 is hereby accepted.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution accepting work completed under the Compost Facility Aeration Trench Replacement project by Brandt Construction Company of Milan, Illinois in the amount of \$229,776.20, CIP #39016. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

Work under this project included, but was not limited to, removal of existing PCC slab, apertures, and subbase; placement of new PCC; forming of new aeration trenches; and placement of surface topper at the Davenport Compost Facility.

Funding for this project was from CIP #39016 | Compost Trench Replacement.

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 Compost Facility Aeration Trench Replacement project by Brandt Construction Company of Milan, Illinois in the amount of \$229,776.20, CIP #39016.

WHEREAS, the City of Davenport entered into a contract with Brandt Construction Company of Milan, IL for the Compost Facility Aeration Trench Replacement project; and

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

WHEREAS, the final cost of the contract was \$229,776.20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Compost Facility Aeration Trench Replacement project by Brandt Construction Company of Milan, Illinois in the amount of \$229,776.20 is hereby accepted.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution accepting the sanitary sewer and manholes associated with the 56 Enclave Subdivision. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The 56 Enclave Subdivision is located between East 56th St and East 58th Street and Victoria Ave and Lakeview Parkway. This sanitary sewer construction provides sewer service to 4500 East 56th Street and allows for future connection to development(s) within the Crow Valley Plaza Thirteenth Addition. The developer is A&E Enterprises of Bettendorf, Iowa. The plans for the site improvements were created by RTM Engineering Consultants of Davenport, Iowa. The construction of the sanitary sewer was completed by N.J. Miller, Inc of Bettendorf, Iowa.

This Resolution is accepting 2 new sanitary sewer manholes (L-10-59 & L-10-63) and approximately 413 linear feet of 8" sanitary sewer connecting to existing sanitary manhole L-10-47.

The Engineering and Capital Projects Department has inspected the work and found it to be acceptable according to City of Davenport specifications. This portion of the sanitary sewer has been satisfactorily completed and is hereby formally accepted, and, as of this date, considered public infrastructure.

Attachments:

1. Resolution
2. Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting sanitary sewer and manholes associated with the 56 Enclave Subdivision.

WHEREAS, the 56 Enclave Subdivision has been developed by A&E Enterprises of Bettendorf, Iowa; and

WHEREAS, two new sanitary sewer manholes (L-10-59 & L-10-63) and approximately 413 linear feet of 8" sanitary sewer connecting to existing sanitary manhole L-10-47 was constructed by NJ Miller of Bettendorf, Iowa; and

WHEREAS, the sewer and manhole installation associated with the 56 Enclave Subdivision has been satisfactorily completed, and the City has four-year maintenance bonds on file in the amount of \$91,000 (sewer).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 56 Enclave Subdivision site improvements, which sanitary sewer and manholes were constructed by NJ Miller of Bettendorf, Iowa, having been satisfactorily completed, are hereby formally accepted.

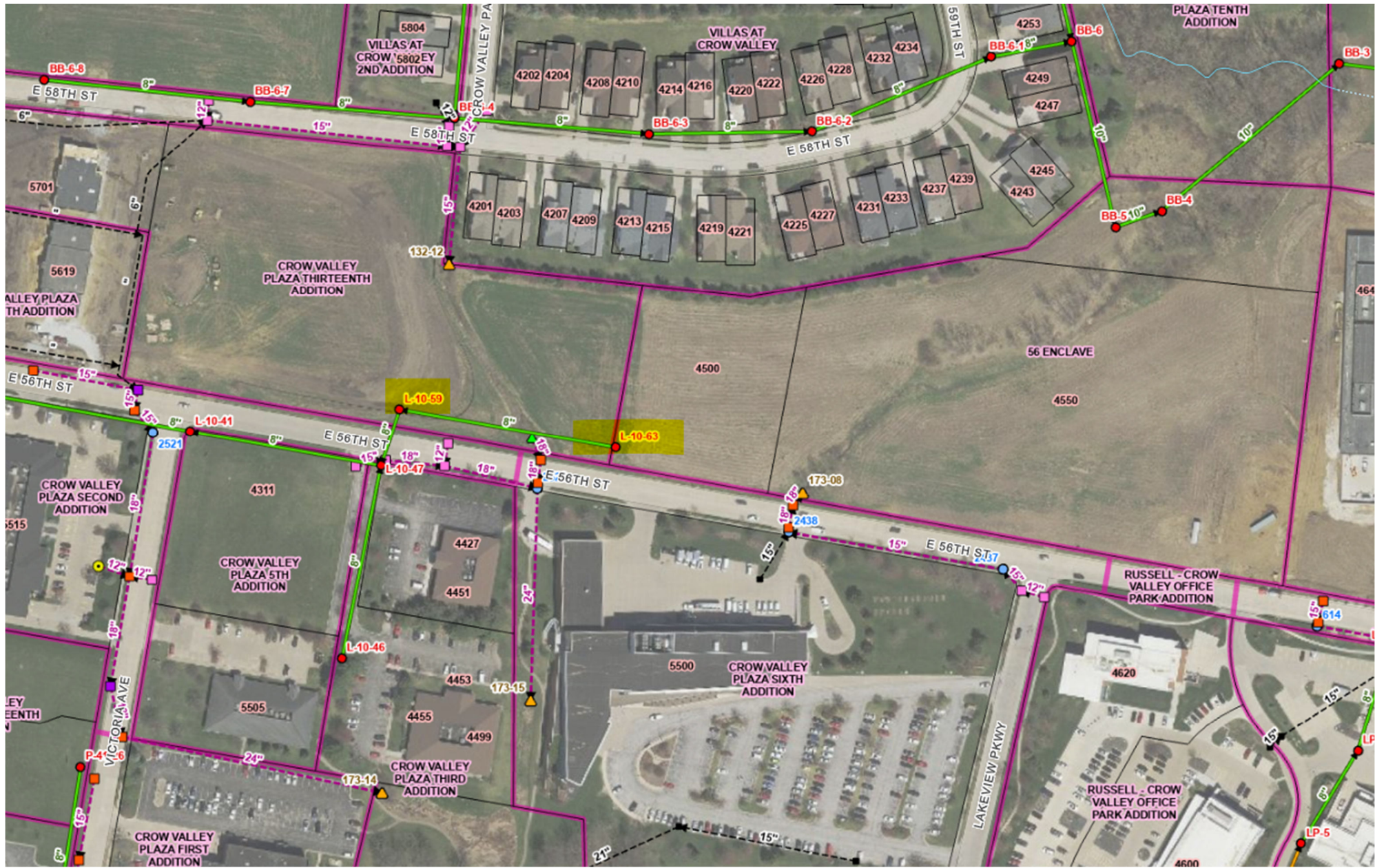
Passed and approved this 11th day of December, 2024.

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
12/11/2024

Subject:

Resolution approving Change Order #1 in the amount of \$200,000 to KE Flatwork, Inc of Eldridge, Iowa for the Goose Creek Trail Phase III project, CIP #ARP17. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

This Change Order will install a new concrete drive at the southeast corner of Pine Hill Cemetery. This is necessary as the current drive off of East 39th Street is located where the proposed recreational trail will be constructed. The new drive is over part of their existing septic drain field and necessitates removing the septic system and connecting to the City sanitary sewer per Code. A retaining wall with fence will be added due to side slope concerns for vehicular traffic near the cemetery's storage building. In addition, a fuel tank will be removed and replaced along with a dumpster enclosure being constructed to be within current codes.

Original Contract	\$2,846,809.51
This Change Order	\$200,000
Amended Contract Amount	\$3,046,809.51

Attachments:

1. Resolution

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 \$200,000 to KE Flatwork, Inc of Eldridge, Iowa for the Goose Creek Trail Phase III project, CIP #ARP17.

WHEREAS, the City of Davenport entered into a contract with KE Flatwork, Inc of Eldridge, Iowa for the Goose Creek Trail Phase III project; and

WHEREAS, this Change Order is necessary to install a new concrete drive at the southeast corner of Pine Hill Cemetery as the current drive off of East 39th Street is located where the proposed recreational trail will be constructed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Change Order #1 in the amount of \$200,000 to KE Flatwork, Inc of Eldridge, Iowa for the Goose Creek Trail Phase III project is hereby approved.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution awarding a contract for engineering services for the PROTECT | LeClaire & 3rd Street Flood Mitigation and River Drive at 3rd & 4th Intersection Realignment project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$615,000, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has initiated a project in partnership with the Federal Highway Administration (FHWA) to increase transportation system reliability by preventing road closures and diversions due to flooding and to make safety improvements. The City of Davenport, as a local unit of government, has been awarded a Resilience Improvement Grant from the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects. The PROTECT grant covers 80% of the cost, and the remaining 20% is matched by the City of Davenport.

Performing these targeted projects will allow the City to create a permanent flood detour route that begins on the west side of the city at Interstate 280 or US Business 61 (West River Drive) onto Rockingham Road, a local arterial roadway. From Rockingham, the detour will transition to Marquette Street and then to 4th Street, with 3rd Street as an alternate. 3rd and 4th Streets terminate at East River Drive, which will be accessible all the way to the east limits of the city up to river stage 22. Four of the five PROTECT projects will be designed by civil engineering consultants.

PRJ4740 (HDP-1827(706)—3C-82) PROTECT | LeClaire & 3rd Street Flood Mitigation & River Drive at 3rd/4th Intersection Realignment project will ensure interstate travel capability during large-scale flood events and improve transportation safety in the project corridor. This will be accomplished by:

- Raising and reconstructing approximately 800 linear feet of LeClaire Street and 600 linear feet of 3rd Street by 2 feet.
- Reconfiguration of the geometry at the intersections of 3rd & 4th Streets at River Drive with the addition of pedestrian signaling.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the PROTECT | LeClaire & 3rd Street Flood Mitigation and River Drive at 3rd & 4th Intersection Realignment project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$615,000, subject to Iowa Department of Transportation concurrence.

WHEREAS, the City has been awarded a Resilience Improvement Grant from the United States Department of Transportation's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects; and

WHEREAS, HR Green, Inc of Cedar Rapids, Iowa will provide all survey, design, permitting, and construction documents for the PROTECT | LeClaire & 3rd Street Flood Mitigation and River Drive at 3rd & 4th Intersection Realignment project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the PROTECT | LeClaire & 3rd Street Flood Mitigation and River Drive at 3rd & 4th Intersection Realignment project is hereby awarded to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$615,000, subject to Iowa Department of Transportation concurrence.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution awarding a contract for engineering services for the PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$573,000, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has initiated a project in partnership with the Federal Highway Administration (FHWA) to increase transportation system reliability by preventing road closures and diversions due to flooding and to make safety improvements. The City of Davenport, as a local unit of government, has been awarded a Resilience Improvement Grant from the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects. The PROTECT grant covers 80% of the cost, and the remaining 20% is matched by the City of Davenport.

Performing these targeted projects will allow the City to create a permanent flood detour route that begins on the west side of the city at Interstate 280 or US Business 61 (West River Drive) onto Rockingham Road, a local arterial roadway. From Rockingham, the detour will transition to Marquette Street and then to 4th Street with 3rd Street as an alternate. 3rd and 4th Streets terminate at East River Drive, which will be accessible all the way to the east limits of the city up to river stage 22. Four of the five PROTECT projects will be designed by civil engineering consultants.

PRJ4895 (HDP-1827(705)—3C-82) PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project will perform the following:

- Raise and reconstruct Rockingham Road between Washington Street and Sturdevant Street by 2 feet.
- Raise and reconstruct Rockingham Road between Marquette Street and Fillmore Street by 2 feet.
- New traffic signals at Rockingham Road and Marquette Street.
- Rehabilitation of sections of Rockingham Road and sections of Marquette Street.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$573,000, subject to Iowa Department of Transportation concurrence.

WHEREAS, the City has been awarded a Resilience Improvement Grant from the United States Department of Transportation's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects; and

WHEREAS, HR Green, Inc of Cedar Rapids, Iowa will provide all survey, design, permitting, and construction documents for the PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the PROTECT | Marquette 2nd to 4th and Rockingham West of Marquette Flood Mitigation project is hereby awarded to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$573,000, subject to Iowa Department of Transportation concurrence.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution awarding a contract for engineering services for the PROTECT | 2nd and Gaines Flood Mitigation project to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$217,410, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has initiated a project in partnership with the Federal Highway Administration (FHWA) to increase transportation system reliability by preventing road closures and diversions due to flooding and to make safety improvements. The City of Davenport, as a local unit of government, has been awarded a Resilience Improvement Grant from the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects. The PROTECT grant covers 80% of the cost, and the remaining 20% is matched by the City of Davenport.

Performing these targeted projects will allow the City to create a permanent flood detour route that begins on the west side of the City at Interstate 280 or US Business 61 (West River Drive) onto Rockingham Road, a local arterial roadway. From Rockingham, the detour will transition to Marquette Street and then to 4th Street with 3rd Street as an alternate. 3rd and 4th Streets terminate at East River Drive, which will be accessible all the way to the east limits of the City up to river stage 22. Four of the five PROTECT projects will be designed by civil engineering consultants.

PRJ4893 (HDP-1827(703)—3C-82) PROTECT | 2nd and Gaines Flood Mitigation project will ensure interstate travel capability during large-scale flood events. This project will accomplish this by raising and reconstructing the intersection of 2nd Street and Gaines Street by approximately 2 feet.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the PROTECT | 2nd and Gaines Flood Mitigation project to Shive – Hattery, Inc of Bettendorf, Iowa in the amount of \$217,400, subject to Iowa Department of Transportation concurrence.

WHEREAS, the City has been awarded a Resilience Improvement Grant from the United States Department of Transportation’s Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects; and

WHEREAS, Shive-Hattery, Inc of Bettendorf, Iowa will provide all survey, design, permitting, and construction documents for the PROTECT | 2nd and Gaines Flood Mitigation project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the PROTECT | 2nd and Gaines Flood Mitigation project is hereby awarded to Shive-Hattery, Inc of Bettendorf, Iowa in the amount of \$217,400, subject to Iowa Department of Transportation concurrence.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution awarding a contract for engineering services for the Eastern Avenue Bridge (South) Over Goose Creek Replacement project to WHKS & Co of West Des Moines, Iowa in an amount not-to-exceed \$172,200, CIP #21012. [Wards 6 & 7]

Recommendation:

Adopt the Resolution.

Background:

Upon acceptance of City Bridge Grant funds for the replacement of the Eastern Avenue Bridge (south) over Goose Creek, the City solicited and selected the proposal of WHKS & Co of West Des Moines, Iowa for the design of the bridge.

The design will be complete for a January 2026 Iowa Department of Transportation letting. Funding is established within CIP #21012.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the Eastern Avenue Bridge (South) Over Goose Creek Replacement project to WHKS & Co of West Des Moines, Iowa in an amount not to exceed \$172,200, CIP #21012.

WHEREAS, the City needs to contract for engineering services for the design of the Eastern Avenue Bridge (South) Over Goose Creek Replacement project; and

WHEREAS, WHKS & Co of West Des Moines, Iowa submitted the proposal that best fit the City's needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a contract for engineering services for the Eastern Avenue Bridge (South) Over Goose Creek Replacement project is hereby awarded to WHKS & Co of West Des Moines, Iowa in an amount not to exceed \$172,200.

Passed and approved this 11th day of December, 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
12/11/2024

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Compost Facility Floor Modification project, CIP #39016. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

This project will add aeration trenches and push walls to the curing floor. These modifications will improve efficiency and quality.

The project is scheduled to be bid this winter with construction to be completed by early 2025. Funding is established within CIP #39016.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Compost Facility Floor Modification project, CIP #39016.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Compost Facility Floor Modification project; and

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

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

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution accepting a grant in the amount of \$70,000 and approving the associated grant agreement with the National Fish and Wildlife Foundation for the Goose Creek Park Environmental Restoration project. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

In an effort to better distribute stream bank stabilization projects throughout City-owned properties and incorporate environmental justice more fully to project areas, the Goose Creek Park 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. Since that time, both Eocene and City Natural Resources staff have been actively seeking out grant dollars to fully fund the Goose Creek project. The full scope of the project has an estimated cost of \$1,600,120. The City has preliminary approval from the Land and Water Conservation fund for a grant of \$200,000; approval of an Iowa American Water Grant of \$43,759; an SCRA grant of \$75,000; and an Iowa Department of Agriculture and Land Stewardship grant of \$99,000. The CIP budgeted for the project totals \$625,000 over FY 2025 and FY 2026 and will also be utilizing some fee-in-lieu of stormwater management funds from other development.

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.

This National Fish and Wildlife Foundation grant will fill the funding gap remaining for the streambank stabilization and floodplain benching portion of the project.

Other best management practices included with the overall project include:

- Community engagement with adjacent residential neighborhoods
- Stream bank stabilization with floodplain benching and in-stream habitat
- Regenerative stormwater conveyance and bioretention cells
- Nature-based play features
- Stream access and crossing points
- Native prairie establishment
- Canopy restoration through tree plantings
- Public education interpretive signage

Attachments:

1. Resolution
2. NFWF Grant Agreement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting a grant in the amount of \$70,000 and approving the associated grant agreement with the National Fish and Wildlife Foundation for the Goose Creek Park Environmental Restoration project.

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

WHEREAS, the NFWF is offering a funding agreement to the City of Davenport which will cover eligible costs up to \$70,000 related to the Goose Creek Park Environmental Restoration project; and

WHEREAS, the City approves signing of the funding agreement with the NFWF.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the grant in the amount of \$70,000 from the National Fish and Wildlife Foundation (NFWF) the Goose Creek Park Environmental Restoration project is hereby accepted, and the associated grant agreement is hereby approved.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 82333		2. NFWF GRANT ID: 1301.24.082333	
		3. UNIQUE ENTITY IDENTIFIER (UEI) WJCNAUXKNRL7		4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Davenport, Iowa			
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION			
Amy Kay 226 W 4th Street Davenport, IA 52801-1308 Tel: 563-327-5160 amy.kay@davenportiowa.com		Haley Pageotte National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Fax: 202-857-0162 haley.pageotte@nfwf.org			
9. PROJECT TITLE Stream and Vegetation Restoration in Goose Creek Park (IA)					
10. PROJECT DESCRIPTION Improve in-stream connectivity and under canopy habitat in Goose Creek Park through community and volunteer participation. Project will plant 200 native nut and fruit bearing trees and restore half a mile of riparian habitat providing improved space for macroinvertebrates, fish, pollinators and birds.					
11. PERIOD OF PERFORMANCE September 2 nd , 2024, to December 15 th , 2025		12. TOTAL AWARD TO SUBRECIPIENT \$70,000		13. TOTAL FED. FUNDS N/A	
14. TOTAL NON-FED. FUNDS \$70,000					
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$1,056,037			
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.					
18. TABLE OF CONTENTS					
SEC.	DESCRIPTION				
1	NFWF Agreement Administration				
2	NFWF Agreement Clauses				
3	Representations, Certifications, Obligations, and Other Statements – General				
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General				
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific				
6	Other Representations, Certifications, Statements and Clauses				

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
Arconic Foundation	TR.A457	N/A	N/A	N/A	\$70,000.00	N/A	N/A

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)**D. NAME AND TITLE OF NFWF AWARDING OFFICIAL**

Holly A. Bamford, PhD, Chief Conservation Officer

B. SUBRECIPIENT BY**C. DATE****E. NATIONAL FISH AND WILDLIFE FOUNDATION BY****F. DATE**

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE
--

Reporting Task	Task Due Date
Annual Financial Report	September 2 nd , 2025
Interim Programmatic Report	September 2 nd , 2025
Final Financial Report	January 15 th , 2026
Final Programmatic Report	January 15 th , 2026



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement

for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as

determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient

shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. 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, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

TR.A457 Grant Terms

Non-Discrimination

By signing and/or accepting funds under this Award, the NFWF Subrecipient agrees that it will comply with applicable provisions of the following national policies:

- a) On the basis of race, color, or national origin, in Title VI of the Civil Right Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE at 10 CFR Part 1040
- b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.
- c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040
- d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.

City of Davenport

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

Action / Date
12/11/2024

Subject:

Resolution accepting work completed under the Davenport Skate Park Improvements project by Spohn Ranch, Inc of Los Angeles, California in the amount of \$350,000, CIP #64115. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The project consisted of the construction of new concrete amenities at the existing Skate Park, which includes a wedge extension, grind rail and curb, kicker ramp, grind, and hubba ledge, along with a quarter pipe extension. In addition, minor concrete repairs were made to the existing ramp.

The total cost of the project was \$350,000 funded in CIP #64115.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION accepting work completed under the Davenport Skate Park Improvements project by Spohn Ranch, Inc of Los Angeles, California in the amount of \$350,000, CIP #64115.

WHEREAS, the City of Davenport entered into a contract with Spohn Ranch, Inc of Los Angeles, California for the Davenport Skate Park Improvements project; and

WHEREAS, work has been duly and fully completed by the contractor in accordance with the terms of the contract;

WHEREAS, the final cost for the project was \$350,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Davenport Skate Park Improvements project by Spohn Ranch, Inc of Los Angeles, California in the amount of \$350,000 is hereby accepted.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Human Resources
Contact Info: Alison Fleming | 563-326-7750

Action / Date
12/11/2024

Subject:

Resolution awarding a one-year contract, with two possible one-year renewals, for the purchase of Specific and Aggregate Stop Loss Insurance to Reliastar Life Insurance Company/VOYA Financial, and authorizing the Human Resources Director to sign any related documents. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Specific and aggregate stop loss insurance is required by state law and purchased to limit the City's exposure to potential large medical and prescription claims. When expenses exceed the specific stop loss amount for an individual and/or the total claims expenses exceed the aggregate stop loss for the plan, the carrier will assume responsibility for the remaining expenses.

In September 2024, a request for proposals (RFP) was issued by the City's benefits consultant, Assured Partners, for the purchase of Specific and Aggregate Stop Loss Insurance for the employee health plan. Fifteen firms were notified of the RFP. Of the those notified, thirteen declined to quote because they were not competitive with the original renewal proposal from the City's current carrier.

Six proposals were received and reviewed by City staff and Assured Partners consultants. Proposals were evaluated on coverage and cost criteria. The recommendation based on these criteria is to accept the renewal proposal from the City's current carrier, Reliastar Life Insurance Company/VOYA Financial.

The adopted contract will take effect January 1, 2025.

Attachments:

1. Resolution
2. Stop Loss Renewal History

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION awarding a one-year contract with two possible one-year renewals for the purchase of Specific and Aggregate Stop Loss Insurance to Reliastar Life Insurance Company/VOYA Financial and authorizing the Human Resources Director to sign any related documents.

WHEREAS, the City of Davenport is required to purchase Specific and Aggregate Stop Loss Insurance coverage for medical and prescription claims; and

WHEREAS, the coverage and cost proposals were requested and evaluated from the marketplace.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a one-year contract, with two possible one-year renewals, for the purchase of Specific and Aggregate Stop Loss Insurance is hereby awarded to Reliastar Life Insurance Company/VOYA Financial; and

BE IT FURTHER RESOLVED that the Human Resources Director is hereby authorized to sign any related documents.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport | Renewal Analysis 2025

	2022	2023	2024	2025 Renewal
Vendor	Voya	Voya	Voya	Voya
Enrollment				
Single	176	176	176	176
Family	629	629	629	629
Total Enrollment	805	805	805	805
Specific				
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible	\$190,000	\$190,000	\$190,000	\$190,000
Contract	24/12	24/12	36/12	48/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Aggregate				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	120%	120%	120%	120%
Contract	24/12	24/12	24/12	48/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Stop Loss Premium				
Specific	PEPM	PEPM	PEPM	PEPM
Single	\$41.11	\$41.95	\$45.07	\$48.47
Family	\$110.85	\$119.82	\$128.80	\$140.63
Total Annual Specific Premium	\$923,520	\$993,000	\$1,067,370	\$1,163,844
	3.86%	7.52%	7.49%	9.04%
Aggregate Coverage				
Maximum Annual Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Premium, Composite	\$6.10	\$6.10	\$6.23	\$6.23
Total Aggregate Factor, Single- Med/Rx	\$703.16	\$684.61	\$729.74	\$733.60
Total Aggregate Factor, Family Med/Rx	\$2,188.08	\$2,130.49	\$2,175.95	\$2,242.47
Minimum Attachment Point	\$18,000,702	\$17,526,835	\$17,965,281	\$18,475,527
Expected Claim Liability	\$13,500,526	\$13,145,126	\$13,473,961	\$14,780,421
AGGREGATE ANNUAL PREMIUM	\$58,926	\$58,926	\$60,182	\$60,182
	0.12%	0.00%	2.13%	0.00%
Total Stop Loss Premium	\$982,446	\$1,051,926	\$1,127,552	\$1,224,026
	3.63%	7.07%	7.19%	8.56%

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
12/11/2024

Subject:

Resolution approving the FY 2024 City Street Finance Report for the period July 1, 2023 to June 30, 2024 to be submitted to the Iowa Department of Transportation. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

In accordance with Iowa Code Section 312.15, the City Street Finance Report must be submitted annually to the Iowa Department of Transportation.

Attachments:

1. Resolution
2. Report

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the FY 2024 City Street Finance Report for the period July 1, 2023, to June 30, 2024 to be submitted to the Iowa Department of Transportation.

WHEREAS, the Code of Iowa requires submission of a City Street Finance Report; and

WHEREAS, such report has been prepared in accordance with instructions from the Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the FY 2024 City Street Finance Report for the period July 1, 2023 to June 30, 2024 is hereby approved; and

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

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$1,856,647	\$1,329,943				\$3,186,590
Benefits - Roads/Streets		\$974,788	\$590,874				\$1,565,662
Training & Dues		\$33,419					\$33,419
Building & Grounds Maint. & Repair		\$34,498					\$34,498
Vehicle & Office Equip Operation and Repair		\$2,134,929					\$2,134,929
Other Utilities		\$161,286					\$161,286
Payments to othe agencies			\$25,971				\$25,971
Street Maintenance Expense	\$24,063						\$24,063
Technology Expense		\$65,077					\$65,077
Other Contract Services		\$145,734					\$145,734
Minor Equipment Purchases		\$7,194					\$7,194
Other Equipment		\$119,862					\$119,862
Office Supplies		\$679					\$679
Operating Supplies		\$522,497					\$522,497
Vehicles		\$150,859					\$150,859
Heavy Equipment		\$301,568					\$301,568
Storm Drainage					\$873,881		\$873,881



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Street - New Roadway					\$15,645,356		\$15,645,356
Other Capital Outlay					\$3,320,225		\$3,320,225
Principal Payment				\$4,993,739			\$4,993,739
Interest Payment				\$1,730,931			\$1,730,931
Transfer Out	\$333,841	\$1,600,000	\$1,534,317	\$12,109,970			\$15,578,128
Street Lighting	\$141,520	\$1,518,397					\$1,659,917
Traffic Control/Safety		\$629,285	\$101,672				\$730,957
Snow Removal		\$654,842					\$654,842
Highway Engineering		\$2,051,673					\$2,051,673
Snow Removal Salaries		\$228,639					\$228,639
Snow Removal Benefits		\$184,067					\$184,067
Total	\$499,424	\$13,375,940	\$3,582,777	\$18,834,640	\$19,839,462		\$56,132,243



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$499,424		\$590,874	\$9,779,640			\$10,869,938
Other Taxes (Hotel, LOST)			\$2,991,903				\$2,991,903
Licenses & Permits		\$111,466					\$111,466
Federal Grants					\$844,846		\$844,846
State Revenues - Road Use Taxes		\$14,368,779					\$14,368,779
Other State Grants - IDOT					\$1,391,053		\$1,391,053
Local Contributions					\$1,621,156		\$1,621,156
Charges/fees					\$404,279	\$0	\$404,279
Contributions		\$30,567					\$30,567
Sale of Assests		\$55,576					\$55,576
Proceeds from Debt				\$9,055,000			\$9,055,000
Transfer In					\$15,578,128		\$15,578,128
Total	\$499,424	\$14,566,388	\$3,582,777	\$18,834,640	\$19,839,462	\$0	\$57,322,691



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2023	\$8,550,000	\$474,430	\$418,186	\$474,430	\$418,186	\$8,075,570
2020A Refunding of 2012d	\$407,943	\$201,231	\$8,322	\$201,231	\$8,322	\$206,712
2015A	\$1,876,536	\$239,552	\$66,521	\$239,552	\$66,521	\$1,636,984
2016A	\$1,903,358	\$211,565	\$59,093	\$211,565	\$59,093	\$1,691,793
2017A	\$3,047,004	\$298,560	\$95,413	\$298,560	\$95,413	\$2,748,444
2017C	\$781,817	\$383,824	\$31,273	\$383,824	\$31,273	\$397,993
2018A	\$4,762,349	\$381,655	\$177,467	\$381,655	\$177,467	\$4,380,694
2022A (REFUNDING 2014A)	\$1,617,291	\$232,772	\$80,865	\$232,772	\$80,865	\$1,384,519
2022A	\$7,241,851	\$352,372	\$243,331	\$352,372	\$243,331	\$6,889,479
2020A	\$4,894,153	\$363,387	\$99,841	\$363,387	\$99,841	\$4,530,766
2020A Refunding of 2012a	\$2,008,419	\$449,757	\$40,972	\$449,757	\$40,972	\$1,558,662
2019A	\$3,066,204	\$219,015	\$127,711	\$219,015	\$127,711	\$2,847,189
2016C	\$635,488	\$635,488	\$12,710	\$635,488	\$12,710	\$0
2021A	\$2,682,292	\$248,873	\$83,474	\$248,873	\$83,474	\$2,433,419
2020B	\$5,172,777	\$301,258	\$185,752	\$301,258	\$185,752	\$4,871,519
2024	\$9,055,000	\$0	\$0	\$0	\$0	\$9,055,000
Total	\$57,702,482	\$4,993,739	\$1,730,931	\$4,993,739	\$1,730,931	\$52,708,743



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Maintainer	2005	Purchased	\$156,500	No Change
Tymco 600 Street Sweeper	2018	Purchased	\$229,000	No Change
Bobcat Skid Loader	2018	Purchased	\$55,156	No Change
White RAM 1500 ST Truck	2017	Purchased	\$23,909	No Change
White RAM 1500 ST Truck	2017	Purchased	\$23,909	No Change
salt brine tank	2014	Purchased	\$14,138	No Change
AZ 480 Mill	2014	Purchased	\$33,000	No Change
F-550 Ford Truck	2015	Purchased	\$63,007	No Change
Pit Boss Dump Trailer	2004	Purchased	\$30,980	No Change
International 7600	2010	Purchased	\$89,680	No Change
Leeboy Asphalt paver	2011	Purchased	\$98,641	Sold
Drop Deck trailer	2011	Purchased	\$13,854	No Change
Ford F350 Truck	2010	Purchased	\$27,316	No Change
Ford F350 Truck	2010	Purchased	\$27,316	No Change
Drop Deck trailer	2011	Purchased	\$13,854	No Change
concrete saw self propelled	2012	Purchased	\$22,240	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere 770G Motor Grader	2010	Purchased	\$200,072	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
John Deere Loader w/plow	2009	Purchased	\$151,471	No Change
Mitsubishi Pneumatic Cat Fork lift	2015	Purchased	\$25,240	No Change
Werk Brau Grapple	1996	Purchased	\$0	No Change
John Deere Wheel Loader	2006	Purchased	\$104,300	No Change
International single axle dump truck	2005	Purchased	\$90,536	No Change
Mack Flusher Cab-Over Chassis	2003	Purchased	\$47,265	No Change
Message Board SMC-4000	2015	Purchased	\$11,786	No Change
Message Board SMC-4000	2015	Purchased	\$11,786	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$149,494	No Change
Western Tornado Hopper Salt Spreader	2021	Purchased	\$8,196	No Change
John Deere Compact Tractor Skid Loader	2022	Purchased	\$73,819	No Change
Dump Body & Plow	2021	Purchased	\$58,100	No Change
Dump Body & Plow	2021	Purchased	\$52,659	No Change
Dump Body & Plow	2021	Purchased	\$52,659	No Change
Rosco A Lee Bay Co Flusher Body	2003	Purchased	\$23,927	No Change
Pick up 4X4 with plow and spreader	2013	Purchased	\$40,385	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
crack sealer	2013	Purchased	\$31,315	No Change
Mudjacking buggy	2014	Purchased	\$14,450	No Change
Single on-grade dowell drill	2015	Purchased	\$7,275	No Change
1 Ton flatbed with air compress & toolboxes	2008	Purchased	\$42,225	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
4 X 2 flatbed with toolboxes	2008	Purchased	\$20,303	Sold
4 X 2 flatbed with toolboxes	2008	Purchased	\$20,303	Sold
F350 4 X 2 dump	2008	Purchased	\$24,147	No Change
International Pro-patch single axle chassis	2007	Purchased	\$110,725	No Change
Single Axle dump	2008	Purchased	\$110,275	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
skid with 2 buckets and broom	2011	Purchased	\$49,896	No Change
Single Axle dump	2008	Purchased	\$110,275	No Change
1 Ton flatbed with air compressor	2008	Purchased	\$30,662	No Change
FORD F150-WHITE	2016	Purchased	\$27,769	No Change
concrete spray pump	2010	Purchased	\$0	No Change
crack sealer	2013	Purchased	\$31,315	Sold
5500 Gallon HDLPE storage tank	2016	Purchased	\$15,981	No Change
Mudjack trailer/pump MMT	2014	Purchased	\$13,750	No Change
FORD F450 W/UTILITY FLATBED	2023	Purchased	\$68,387	No Change
FORD F450 CHASSIS AND BODY	2023	Purchased	\$68,387	No Change
JOHN DEERE LOADER/BACKHOE	2023	Purchased	\$36,005	No Change
JOHN DEERE 544P LOADER WITH SCALE	2023	Purchased	\$182,731	No Change
JOHN DEERE LOADER/BACKHOE	2023	Purchased	\$105,730	No Change
JOHN DEERE 60G MINI EXCAVATOR	2023	Purchased	\$86,278	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
CURB ROLLER ATTACHMENT 2 DRUMS - 1	2023	Purchased	\$5,583	No Change
pick up 4X4 with plow and spreader	2013	Purchased	\$40,385	No Change
International Cab & Chassis	1997	Purchased	\$50,862	Sold
Stihl Concrete Saw	2006	Purchased	\$775	No Change
International	2005	Purchased	\$96,266	No Change
International	2005	Purchased	\$96,266	No Change
International	2005	Purchased	\$96,266	No Change
John Deere Wheel Loader	2006	Purchased	\$106,129	No Change
International	2005	Purchased	\$96,266	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$125,744	No Change
BROCE STREET SWEEPER USED	2017	Purchased	\$45,576	No Change
70' Stainless Salt Conveyor with hopper	2016	Purchased	\$93,342	No Change
SALT TRUCK FREIGHTLINER	2020	Purchased	\$133,216	No Change
SALT TRUCK CHASSIS FREIGHTLINER	2020	Purchased	\$62,600	No Change
John Deere Maintainer 12' Balde	2002	Purchased	\$140,800	No Change
John Deere Maintainer	1997	Purchased	\$141,500	No Change
John Deere Backhoe w/4-in-1 Bucket	2002	Purchased	\$60,225	No Change
Honda Tamper	1994	Purchased	\$0	No Change
Trailer, Single Axle	1995	Purchased	\$0	No Change
John Deere Maintainer	2002	Purchased	\$140,800	No Change
U-Tech Pro Patch Body	2001	Purchased	\$48,780	Sold
Crafco Super Shot Crack Sealer	2001	Purchased	\$26,749	Sold
DUMP TRUCK	2021	Purchased	\$123,264	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
DUMP TRUCK	2021	Purchased	\$107,077	No Change
DUMP TRUCK	2021	Purchased	\$76,895	No Change
22 foot split tilt trailer	2016	Purchased	\$6,250	No Change
F550 dump truck	2015	Purchased	\$49,500	No Change
EZ Drill and dust collection system	2018	Purchased	\$13,340	No Change
DUMP BODY/ MID MOUNT	2018	Purchased	\$58,478	No Change
TrailKing Hydraulic tail drop deck trailer	2007	Purchased	\$35,080	No Change
Leeby RA400 patcher	2017	Purchased	\$224,295	No Change
DUMP BODY	2018	Purchased	\$60,653	No Change
DUMP BODY WITH SALT SPREADER	2018	Purchased	\$77,128	No Change
DUMP BODY WITH SALT SPREADER	2018	Purchased	\$77,128	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$135,547	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$120,352	No Change
HB1380 breaker w/ nail point	2016	Purchased	\$9,747	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$118,244	No Change
DUMP BODY	2018	Purchased	\$60,653	No Change
Asphalt Drum Asphalt Plant	2001	Purchased	\$353,600	No Change
DUMP TRUCK	2021	Purchased	\$162,858	No Change
Etnyre Blacktopper 2000	1998	Purchased	\$48,410	Junked
Ingersoll Rand Vibratory Roller	2002	Purchased	\$0	No Change
SALT TRUCK CHASSIS TANDEM	2020	Purchased	\$62,600	No Change
SALT TRUCK CHASSIS TANDEM	2020	Purchased	\$62,600	No Change
DODGE PICK UP	2019	Purchased	\$22,796	No Change



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
DODGE PICK UP	2019	Purchased	\$24,823	No Change
International	2005	Purchased	\$90,253	No Change
Arrpw Hydraulic Breaker	2005	Purchased	\$65,330	No Change
Ford 12,000 GVW Stake Bed Truck	2003	Purchased	\$13,109	No Change
John Deere Maintainer	2005	Purchased	\$156,500	No Change
SALT TRUCK FREIGHLINER	2020	Purchased	\$136,395	No Change
22' trailer w/ ramps	2015	Purchased	\$20,100	No Change
Peterbilt spray patcher	2016	Purchased	\$220,409	No Change
Leeboy paver	2015	Purchased	\$10,000	Sold
SALT TRUCK FREIGHTLINER	2020	Purchased	\$135,366	No Change
5500 gallon HDLPE Storage Tank	2016	Purchased	\$15,981	No Change
JOHN DEERE ENDLOADER	2021	Purchased	\$168,700	No Change
Freightliner Single Axle w/Propatch Body	2001	Purchased	\$46,202	Sold
trailer 6.5X10, tilt	2013	Purchased	\$2,994	No Change
skid with 2 buckets and broom	2011	Purchased	\$39,823	No Change
McNeilusMixer - 9 cu yards	2001	Purchased	\$0	No Change
Metal Forms Corp Speed Screed	1995	Purchased	\$0	No Change
10000 GALLON STORAGE TANK	2021	Purchased	\$37,389	No Change
10000 GALLON STORAGE TANK	2021	Purchased	\$37,389	No Change
PATCH BOX ACCESSORY FOR DUMP TRUCK	2021	Purchased	\$8,345	No Change
DUMP TRUCK	2021	Purchased	\$204,191	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$145,339	No Change
John Deere 700J Dozer	2009	Purchased	\$133,000	No Change



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Description	Model Year	Usage Type	Cost	Purchased Status
Sterling Concrete Truck w/9 yard mixer	1999	Purchased	\$81,000	No Change
CRAFCO SS125D ASPHALT CRACK SEALER	2023	Purchased	\$63,050	New
FORD F450 CHASSIS	2024	Purchased	\$56,813	New
STREET FLUSHING TRUCK PORTION	2025	Purchased	\$115,000	New
ROSCO OIL DISTRIBUTOR TRUCK	2024	Purchased	\$259,349	New
Asphalt Paver	2023	Purchased	\$295,350	New
Bomag Tandem Roller Compactor	2023	Purchased	\$71,250	New
Pro Patch Truck	2024	Purchased	\$197,601	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
KIRKWOOD TO E 15TH (300 BLOCK) ALLEY RECON	\$157,318	\$141,821	EMERY CONSTRUCTION GROUP INC
FULTON CT ALLEY RECONSTRUCTION	\$226,144	\$204,416	EMERY CONSTRUCTION GROUP INC
ALLEY IMPROVEMENTS (FARNAM 8TH TO 10TH)	\$278,654	\$229,263	CENTENNIAL CONTRACTORS OF THE QC INC
2023 RESIDENTIAL ALLEY PROGRAM	\$479,738	\$390,950	LANGMAN CONST INC
EMERSON PL ALLEY (PERSHING TO IOWA)	\$110,590	\$82,575	VALLEY CONSTRUCTION CO INC
N. DIVISION (W. 12TH TO LOCUST) PAVEMENT RECON	\$1,773,449	\$1,604,598	MANATTS INC
CENTRAL PARK & HICKORY GROVE RECONSTRUCTION	\$1,714,885	\$1,733,081	HAWKEYE PAVING CORP INC
HILLANDALE RD & NW BLVD INTERSECT	\$1,016,631	\$1,008,590	LANGMAN CONST INC
RECON WAVERLY RD (SCHUETZEN TO LINCOLN)	\$436,954	\$361,060	LANGMAN CONST INC
E CENTRAL PARK (BRADY TO PERSHING) RECON	\$550,172	\$592,143	N J MILLER INC
E LOCUST & EASTERN AVE INTERSECTION RECON	\$734,500	\$700,164	HAWKEYE PAVING CORP INC
W 36TH RECON (PACIFIC TO DIVISION)	\$400,000	\$780,966	HAWKEYE PAVING CORP INC
W LOCUST RESURFACE (MARQUETTE TO DIVISION)	\$889,324	\$874,632	HAWKEYE PAVING CORP INC
S CLARK ST REHABILITATION	\$576,683	\$467,093	LANGMAN CONST INC



City Street Finance Report

Fiscal Year 2024

Bureau of Local Systems

Davenport

Ames, IA 50010

11/25/2024 2:27:51 PM

Project Description	Contract Price	Final Price	Contractor Name
REPLACE W 46TH ST BRIDGE (CARDINAL CREEK)	\$272,046	\$312,331	TAYLOR CONSTRUCTION INC
RECON INDEPENDENCE TO CANDLELIGHT	\$344,355	\$326,334	IHRIG WORKS LLC
N CLARK RECON W 11TH TO W 13TH	\$821,084	\$683,369	FIVE CITIES CONSTRUCTION
43RD ST RECON (LINCOLN TO LINWOOD)	\$572,814	\$480,576	CENTENNIAL CONTRACTORS OF THE QC INC
W 54TH ST RECONSTRUCTION	\$338,866	\$317,812	FIVE CITIES CONSTRUCTION
MOUND ST RESURFACE (E LOCUST TO ELM)	\$375,657	\$343,194	HAWKEYE PAVING CORP INC
CARRIAGE HILL TO 32ND ST RECONSTRUCTION	\$239,296	\$210,588	N J MILLER INC
W 7TH (GAINES TO RIPLEY) RESURFACING	\$344,778	\$393,228	LANGMAN CONST INC



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Davenport

11/25/2024 2:27:51 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$5,207,990	\$0	\$0	\$0	\$0	\$5,207,990
SubTotal Expenses (-)	\$165,583	\$11,775,940	\$2,048,460	\$6,724,670	\$19,839,462		\$40,554,115
Transfers Out (-)	\$333,841	\$1,600,000	\$1,534,317	\$12,109,970			\$15,578,128
Subtotal Revenues (+)	\$499,424	\$14,566,388	\$3,582,777	\$18,834,640	\$4,261,334	\$0	\$41,744,563
Transfers In (+)					\$15,578,128		\$15,578,128
Ending Balance	\$0	\$6,398,438	\$0	\$0	\$0	\$0	\$6,398,438

Resolution Number:

Execution Date: Wednesday, December 11,
2024

Signature: Basia Gerlach

City of Davenport

Department: Administration

Contact Info: Nicole Gleason | 563-326-7734

Action / Date

12/11/2024

Subject:

Resolution accepting the donation of a storage, office, and classroom building at the Nahant Marsh facility. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The Nahant Marsh Board of Trustees performed fundraising to add a second structure on the City-owned parcel adjacent to the original structure. The cost to construct this building was \$1.25M. The City of Davenport will accept this structure into its asset inventory, and it will be operated according to the lease agreement terms between Nahant Marsh and the City of Davenport. This facility supports the property expansion of Nahant Marsh to provide additional wetlands, bike trails, and educational opportunities for residents.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION accepting the donation of a storage, office, and classroom building at the Nahant Marsh facility.

WHEREAS, the Nahant Marsh Board of Trustees performed fundraising to add a second structure is adjacent to the original structure that will support the property expansion of Nahant Marsh to provide additional wetlands, bike trails, and educational opportunities for residents; and

WHEREAS, the second structure was constructed on a City-owned parcel; and

WHEREAS, the City of Davenport will accept this structure into its asset inventory, and it will be operated according to the lease agreement terms between Nahant Marsh and the City of Davenport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the donation of a storage, office, and classroom building at the Nahant Marsh Facility is hereby accepted.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
12/11/2024

Subject:

Resolution approving an updated lease agreement with Nahant Marsh for the operations and maintenance of the facility and grounds. [Ward 1]

Recommendation:

Adopted the Resolution.

Background:

Due to the completed construction of the new facility at the Nahant Marsh Education Center, the agreement between the two entities needs to be updated to reflect and account for the expansion. The attached agreement outlines the terms and conditions of occupying the Center, and there is no monetary contribution outlined in this agreement. This 20-year agreement allows for the continued partnership between the City of Davenport and the Nahant Marsh Education Center.

The attached agreement was reviewed by Corporation Counsel and this version is undergoing a final review by Nahant Marsh's legal counsel. If any amendments are made, the agreement will be updated prior to the Committee of the Whole Meeting.

Attachments:

1. Resolution
2. Final Lease Agreement
3. Draft Lease Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving an updated lease agreement with Nahant Marsh for the operations and maintenance of the facility and grounds; and

WHEREAS, the City and Riverfront Improvement Commission are the owner of 114.78-acre parcels of land including a multiple-building education center at 4220 Wapello Avenue, Davenport Iowa, commonly known as the Nahant Marsh; and

WHEREAS, the Nahant Center is willing to assist with the operation of the Center and will provide their best efforts to support the Center; and

WHEREAS, the Nahant Center owns 180.03 (approximately 244.12) additional acres which surround or abut the property owned by the City; and

WHEREAS, both the City of Davenport and Nahant Marsh desire to continue to hold successful educational programming.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the updated lease agreement with Nahant Marsh for the operations and maintenance of the facility and grounds is hereby approved.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



Effective date: December 11, 2024

Nahant Marsh Facilities Management Agreement

This agreement ("Agreement") entered into on this 11th day of December 2024 by and among the City of Davenport (the "City"), an Iowa Municipal Corporation, Riverfront Improvement Commission, both of whose address for the purpose of this Agreement is 226 W. 4th Street, Davenport, Iowa 52801, and the Nahant Marsh Education Center (the 'Nahant Center' or 'Nahant Marsh'), an Iowa not-for-profit corporation whose address for the purpose of this agreement is 4220 Wapello Avenue, Davenport, Iowa 52802.

This agreement is an update to the agreement dated November 1, 2022 due to the funding change between Nahant Marsh and EICC (Eastern Iowa Community College) and because Nahant Marsh recently completed \$4.7 million in capital improvements, including the construction of a \$1.25 million building

WHEREAS, the City and Riverfront Improvement Commission, are the owner of 137.88 acre parcels of land including a multiple building education center at 4220 Wapello Avenue, Davenport Iowa, commonly known as the Nahant Marsh;

WHEREAS, the Nahant Center is willing to assist with the operation of the Center and will provide their best efforts to support the Center;

WHEREAS, the Nahant Center has and will continue to lead fundraising efforts for the operations at the Marsh;

WHEREAS, the Nahant Center owns approximately 244.62 additional acres which surround or about the property owned by the City;

WHEREAS, the above organizations all desire that the educational programs of the Center be successful.

NOW THEREFORE, the UNDERSIGNED AGREE AS FOLLOWS:

1. **Term:** The term of this Agreement shall be twenty (20) years beginning on December 11, 2024 with automatic five (5) year renewal terms until termination by giving one hundred eighty (180) days written notice before the end of the initial term or any extension thereof.

The city recognizes that Nahant Marsh completed a new facility at the Center in 2024 at a total cost of \$1.25 million. In recognition of the completion of the new facility, the City agrees to allow Nahant Marsh to occupy that facility for the term of this agreement, including renewals, with no annual occupancy costs owed to the City beyond those costs identified in the Management Agreement.

2. **Termination:** The City reserves the right to terminate this Agreement for any reason by providing one hundred eighty (180) days written notice to Nahant Marsh. Additionally, the City may terminate this Agreement immediately upon written notice if:
 - a. Nahant Marsh fails to maintain the facilities in good condition or allows them to fall into a state of disrepair;
 - b. Nahant Marsh engages in negligent or unlawful actions in the operation of the Center;
 - c. Nahant Marsh fails to comply with any material term of this Agreement;In the event of termination for reasons a-c above, the City shall provide Nahant Marsh with written notice specifying the nature of the breach. Nahant Marsh shall have sixty (60) days from receipt of such notice to cure the breach to the City's satisfaction. If Nahant Marsh fails to cure the breach within this period, the City may terminate the Agreement immediately.
3. **Transfer of Ownership:** Should the City of Davenport choose to divest of the property, the Nahant Marsh Board would have the first option to purchase the property so long as the contract remains in good standing.
4. **Cure Terms:**
 - a. **Breach and Notice.** If either party fails to perform any material obligation under this Agreement (a "Breach"), the non-breaching party shall provide written notice to the breaching party specifying the nature of the Breach (the "Breach Notice").
 - b. **Cure Period.** Upon receipt of the Breach Notice, the breaching party shall have a period of sixty (60) calendar days (the "Cure Period") to cure the Breach unless it possesses a life safety concern. The Cure Period shall begin on the date the Breach Notice is received by the breaching party.

- c. **Failure to Cure.** If the breaching party does not cure the Breach within the Cure Period, the non-breaching party may, at its option, (a) terminate this Agreement immediately upon written notice to the breaching party, or (b) exercise any other remedies available under this Agreement or applicable law.
 - d. **No Cure for Irreparable Breach.** Notwithstanding the above, no Cure Period shall apply in the event of a Breach that cannot be remedied within the Cure Period due to the nature of the Breach (e.g., irreparable damage or breach of confidentiality).
 - e. **Extension of Cure Period.** If the breaching party is diligently attempting to cure the Breach and cannot reasonably do so within the Cure Period, the non-breaching party may, in its sole discretion, extend the Cure Period by an additional 30 days upon written notice to the breaching party.
5. **Description of the Center Facilities:** The Center consists of an original building erected in the 1970's, known as the Davenport Sportsmen Club, a \$255,000 addition to this facility that was fundraised by the efforts of the Nahant Marsh in 2014, and a new \$1.25 million facility that was completed in 2024 and primarily fundraised for by the Nahant Marsh non-profit.
6. **Access to the Center Facilities:** The City and Nahant Marsh staff reserve unto themselves and their designees the right to free access and use of the Marsh and the Center and its facilities, subject to scheduling through Nahant Marsh staff and confirmation that said activity and/or program will not conflict with an existing activity and/or program.
7. **Property Management**
- a. **Inspection Rights:** Grant the City the right to conduct regular inspections of the facilities and require Nahant Marsh to address any identified issues promptly.
 - b. **Subleasing Restrictions:** Prohibit Nahant Marsh from subleasing any part of the property without explicit City approval.
8. **Center Maintenance:**
- a. **Preventative Maintenance.** Custodial and preventative maintenance as well as any minor damage is performed or repaired by Center staff.

- b. **Routine Maintenance.** All Nahant Center facilities are property of the City of Davenport and the City will perform repairs including wear and tear and routine maintenance to the current and future facilities on the City of Davenport owned portion of the parcel. Examples include, but are not limited to:
 - i. Air Conditioning and Furnace Repairs
 - ii. Doors - Locks and replacement of doors
 - iii. Bathrooms-Toilet repairs
 - iv. Well Pump
 - v. Electrical lighting/Ballasts bulbs
 - vi. Sandbagging
 - vii. Parking Lot Repairs
 - viii. Gutter Repairs
 - ix. Concrete repair
 - x. Septic tank
 - xi. Security system | subject to terms of the Professional Services Agreement
 - xii. Internet and phone systems | subject to terms of the Professional Services Agreement
 - c. **Other Damage:** Damage or required repairs not contemplated in this agreement are subject to negotiation between the Nahant Marsh Board and City of Davenport staff.
 - d. **Capital Expenditures.** The Center will request future capital improvements and the City will review and place for consideration in the Capital Improvement Plan where applicable and appropriate to the current seated council priorities.
 - e. **Maintenance Costs.** The City will continue to pay all utility charges and will provide snow removal at the Marsh in the area of the City of Davenport owned parcel. The City of Davenport will provide a lawn mower to the Nahant Marsh for Nahant Marsh staff to properly mow the natural area.
9. **Ecosystem Management:** Decisions relating to the overall management of the Marsh ecosystem will remain with the Nahant Board. Examples of ecosystem management decisions include but are not limited to the location and design of viewing platforms, water control structures, walking paths, water level control, invasive species management, prairie management, prairie restoration, and the types/locations of plantings. Ecosystem Management activities will be carried out by Nahant Marsh staff or their designees.

10. **Recreation Path Maintenance:** The City of Davenport will be responsible for repairs to the recreation paths as well as route maintenance. The City of Davenport will not provide snow removal to the path from November 15th to April 1st.
11. **Insurance:** The City agrees to provide property, casualty and liability insurance on the Marsh and Center. The City will agree to provide general liability insurance on the Marsh and the Center in an amount not less than \$2,000,000 coverage. Nahant Marsh agrees to provide \$2,000,000 coverage for umbrella liability, \$1,000,000 coverage for Abuse and Molestation, and \$550,000 Nahant Marsh-owned property.
12. **Indemnification**
Nahant Marsh Education Center ("Nahant Marsh") agrees to indemnify, defend, and hold harmless the City of Davenport, its officers, employees, agents, and the Riverfront Improvement Commission (collectively, the "City") from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees), and liabilities of any nature whatsoever arising directly or indirectly from or in connection with:
- a. Any negligent act, omission, or willful misconduct of Nahant Marsh, its employees, agents, contractors, or invitees in the performance of this Agreement or in the use, occupancy, or operation of the Center facilities;
 - b. Any breach by Nahant Marsh of any covenant, warranty, or obligation under this Agreement;
 - c. Any violation of applicable laws, regulations, or ordinances by Nahant Marsh, its employees, agents, contractors, or invitees;
 - d. Any injury to persons (including death) or damage to property occurring on or about the Center facilities, except to the extent caused by the City's gross negligence or willful misconduct;
 - e. Any environmental contamination or violation of environmental laws caused by Nahant Marsh's activities or operations at the Center facilities.
 - f. Nahant Marsh's indemnification obligations shall survive the termination or expiration of this Agreement. The City shall promptly notify Nahant Marsh of any claim or action subject to this indemnification and shall cooperate fully in the defense of such claim or action. Nahant Marsh shall have the right to control the defense and settlement of any such claim or action, provided that the City shall have the right to participate in such defense at its own expense.

Nahant Marsh shall not settle any claim or action without the City's prior written consent, which shall not be unreasonably withheld. This indemnification clause shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this clause. The City's right to indemnification under this clause is in addition to, and not exclusive of, any other rights or remedies that the City may have under this Agreement or applicable law.

13. **Nahant Marsh Staffing and Activities:** The Nahant Marsh will employ staff as directed by the Nahant Marsh Board. This staff shall be solely responsible for coordinating and scheduling organized groups and activities at the Center, including, but not limited to: educational school groups, environmental organizations, research projects, workshops and seminars.
14. **Fundraising:** The primary partner for fundraising efforts during the period of this Agreement shall be the Nahant Board. The Nahant Board agrees to cooperate and facilitate such fundraising endeavors as they may arise.
15. **Annual Report:** Nahant will meet with City of Davenport Parks Director and/or Public Works Director, Community Partnerships & Special Projects Manager, and Riverfront Improvement Commission staff annually to review the Annual Report, which must include completed projects, a financial report detailing all income sources and expenditures and condition of facilities.
16. **Professional Services:** Nahant Marsh provides critical professional services to the city by discounting admission to the facilities for residents. As such, the City and the Marsh will agree to a professional service agreement to offset costs of Davenport residents utilizing the center at a discounted rate or other service mutually agreed upon. Included within this agreement will be any in-kind services the City of Davenport offers to Nahant Marsh.
17. **Emergency Notification:** In the event of a train derailment, hazardous material spill, fire, or any other emergency situation on the leased property, the City shall:
 - a. Immediately notify appropriate emergency response agencies as required by law.
 - b. Once the incident has been deemed as managed notify the Nahant Marsh's designated emergency contact by phone and email.

- c. Provide regular updates to a representative to Nahant Marsh as new information becomes available, at intervals not exceeding 24 hours until the emergency is resolved.
 - d. Upon the incident's conclusion, provide a written report detailing the nature of the emergency, actions taken, and any environmental impacts once the information and documentation is available.
18. **Wetland Bank Credits (when applicable):** Nahant Marsh Board is the sole decision maker for the sale of Wetland bank credits on Nahant Marsh Board-owned land per the Army Corps of Engineering program. The price of the credits is set by the Nahant Marsh Board and the sale is facilitated by the Board. Wetland credit revenue shall be used towards operations or facilities of the Nahant Marsh and will be reported on in the annual report to the city.
19. **Notices and Demands:** All notices shall be given to the parties hereto of the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of a notifying a party in writing or making a demand to other communication, such notice shall be considered given under the terms of this license when it is deposited in the U.S. Mail, registered or certified properly addressed, return receipt requested and postage prepaid. Electronic copies are deemed sufficient as long as both parties are in agreement.
20. **Provisions Binding:** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
21. **Assignment:** Neither party shall assign this Agreement, in whole or part without the prior consent of the other party. The consent shall not be unreasonably withheld.
22. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Iowa. If any part or provision of this license / agreement shall be deemed to be invalid or illegal, then such invalid or illegal portion shall, so far as possible, not affect the validity or legality of the remainder of the license.

(Signatures on the next page)

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their respective duly authorized officers on the date indicated above.

Nahant Marsh Education Center Board,
An Iowa Not-For-Profit Corporation

By:_____

Name: Curtis Lundy

Title:_____

City of Davenport,
An Iowa Municipal Corporation

By:_____

Name:_____

Title:_____



Effective date: December 11, 2024

Nahant Marsh Facilities Management Agreement

This agreement ("Agreement") entered into on this 11th day of December 2024 by and among the City of Davenport (the "City"), an Iowa Municipal Corporation, Riverfront Improvement Commission, both of whose address for the purpose of this Agreement is 226 W. 4th Street, Davenport, Iowa 52801, and The Nahant Marsh Education Center (the 'Nahant Center' or 'Nahant Marsh'), an Iowa not-for-profit corporation whose address for the purpose of this agreement is 4220 Wapello Avenue, Davenport, Iowa 52802.

This agreement is an update to the agreement dated November 1, 2022 due to the funding change between Nahant Marsh and EICC (Eastern Iowa Community College)

WHEREAS, the City and Riverfront Improvement Commission, are the owner of 114.78 acre parcels of land including a multiple building education center at 4220 Wapello Avenue, Davenport Iowa, commonly known as the Nahant Marsh;

WHEREAS, the Nahant Center is willing to assist with the operation of the Center and will provide their best efforts to support the Center;

WHEREAS, the Nahant Center has and will continue to lead fundraising efforts for the operations at the Marsh;

WHEREAS, the Nahant Center owns 180.03 (approximately 244.12) additional acres which surround or about the property owned by the City;

WHEREAS, the above organizations all desire that the educational programs of the Center be successful.

NOW THEREFORE, the UNDERSIGNED AGREE AS FOLLOWS:

1. **Term:** The term of this Agreement shall be twenty (20) years beginning on December 11, 2024 with automatic five (5) year renewal terms until termination

by one hundred eighty (180) days written noticed before the end of the initial term or any extension thereof.

The city recognizes that Nahant Marsh completed a new facility at the Center in 2024 at a total cost of \$1.25 million. In recognition of the completion of the new facility, the City agrees to allow Nahant Marsh to occupy that facility for the term of this agreement, including renewals, with no annual occupancy costs owed to the City beyond those costs identified in the Management Agreement.

2. **Termination:** The City reserves the right to terminate this Agreement for any reason by providing one hundred eighty (180) days written notice to Nahant Marsh. Additionally, the City may terminate this Agreement immediately upon written notice if:

- a. Nahant Marsh fails to maintain the facilities in good condition or allows them to fall into a state of disrepair;
- b. Nahant Marsh engages in negligent or unlawful actions in the operation of the Center;
- c. Nahant Marsh fails to comply with any material term of this Agreement;

In the event of termination for reasons a-c above, the City shall provide Nahant Marsh with written notice specifying the nature of the breach. Nahant Marsh shall have sixty (60) days from receipt of such notice to cure the breach to the City's satisfaction. If Nahant Marsh fails to cure the breach within this period, the City may terminate the Agreement immediately.

3. **Cure Terms:**

- a. **Breach and Notice.** If either party fails to perform any material obligation under this Agreement (a "Breach"), the non-breaching party shall provide written notice to the breaching party specifying the nature of the Breach (the "Breach Notice").
- b. **Cure Period.** Upon receipt of the Breach Notice, the breaching party shall have a period of sixty (60) calendar days (the "Cure Period") to cure the Breach unless it possesses a life safety concern. The Cure Period shall begin on the date the Breach Notice is received by the breaching party.
- c. **Failure to Cure.** If the breaching party does not cure the Breach within the Cure Period, the non-breaching party may, at its option, (a) terminate this Agreement immediately upon written notice to the breaching party, or (b) exercise any other remedies available under this Agreement or applicable law.

- d. **No Cure for Irreparable Breach.** Notwithstanding the above, no Cure Period shall apply in the event of a Breach that cannot be remedied within the Cure Period due to the nature of the Breach (e.g., irreparable damage or breach of confidentiality).
 - e. **Extension of Cure Period.** If the breaching party is diligently attempting to cure the Breach and cannot reasonably do so within the Cure Period, the non-breaching party may, in its sole discretion, extend the Cure Period by an additional 30 days upon written notice to the breaching party.
- 4. **Description of the Center Facilities:** The Center consists of an original building erected in the 1970's, known as the Davenport Sportsmen Club, a \$255,000 addition to this facility that was fundraised by the efforts of the Nahant Marsh in 2014, and a new \$1.25 million facility that was completed in 2024 and primarily fundraised for by the Nahant Marsh non-profit.
- 5. **Access to the Center Facilities:** The City and Nahant Marsh staff reserve unto themselves and their designees the right to free access and use of the Marsh and the Center and its facilities, subject to scheduling through Nahant Marsh staff and confirmation that said activity and/or program will not conflict with an existing activity and/or program.
- 6. **Property Management**
 - a. **Inspection Rights:** Grant the City the right to conduct regular inspections of the facilities and require Nahant Marsh to address any identified issues promptly.
 - b. **Subleasing Restrictions:** Prohibit Nahant Marsh from subleasing any part of the property without explicit City approval.
- 7. **Center Maintenance:**
 - a. **Preventative Maintenance.** Custodial and preventative maintenance as well as any minor damage is performed or repaired by Center staff.
 - b. **Routine Maintenance.** All Nahant Center facilities are property of the City of Davenport and the City will perform repairs including wear and tear and routine maintenance to the current and future facilities on the City of Davenport owned portion of the parcel. Examples include, but are not limited to:
 - i. Air Conditioning and Furnace Repairs

- ii. Doors - Locks and replacement of doors
 - iii. Bathrooms-Toilet repairs
 - iv. Well Pump
 - v. Electrical lighting/Ballasts bulbs
 - vi. Sandbagging
 - vii. Parking Lot Repairs
 - viii. Gutter Repairs
 - ix. Concrete repair
 - x. Septic tank
 - c. **Other Damage:** Damage or required repairs not contemplated in this agreement are subject to negotiation between the Nahant Marsh Board and City of Davenport staff.
 - d. **Capital Expenditures.** The Center will request future capital improvements and the City will review and place for consideration in the Capital Improvement Plan where applicable and appropriate to the current seated council priorities.
 - e. **Maintenance Costs.** The City will continue to pay all utility charges and will provide snow removal at the Marsh in the area of the City of Davenport owned parcel. The City of Davenport will provide a lawn mower to the Nahant Marsh for Nahant Marsh staff to properly mow the natural area.
8. **Ecosystem Management:** Decisions relating to the overall management of the Marsh ecosystem will remain with the Nahant Board. Examples of ecosystem management decisions include but are not limited to the location and design of viewing platforms, water control structures, walking paths, water level control, invasive species management, prairie management, prairie restoration, and the types/locations of plantings. Ecosystem Management activities will be carried out by Nahant Marsh staff.
9. **Recreation Path Maintenance:** The City of Davenport will be responsible for repairs to the recreation paths as well as route maintenance. The City of Davenport will not provide snow removal to the path from November 15th to April 1st.

Insurance: The City agrees to provide property, casualty and liability insurance on the Marsh and Center. The City will agree to provide general liability insurance on the Marsh and the Center in an amount not less than \$2,000,000 coverage. Nahant Marsh agrees to provide \$2,000,000 coverage for umbrella

liability, \$1,000,000 coverage for Abuse and Molestation, and \$550,000 Nahant Marsh-owned property.

10. **Indemnification**

Nahant Marsh Education Center ("Nahant Marsh") agrees to indemnify, defend, and hold harmless the City of Davenport, its officers, employees, agents, and the Riverfront Improvement Commission (collectively, the "City") from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including reasonable attorneys' fees), and liabilities of any nature whatsoever arising directly or indirectly from or in connection with:

- a. Any negligent act, omission, or willful misconduct of Nahant Marsh, its employees, agents, contractors, or invitees in the performance of this Agreement or in the use, occupancy, or operation of the Center facilities;
- b. Any breach by Nahant Marsh of any covenant, warranty, or obligation under this Agreement;
- c. Any violation of applicable laws, regulations, or ordinances by Nahant Marsh, its employees, agents, contractors, or invitees;
- d. Any injury to persons (including death) or damage to property occurring on or about the Center facilities, except to the extent caused by the City's gross negligence or willful misconduct;
- e. Any environmental contamination or violation of environmental laws caused by Nahant Marsh's activities or operations at the Center facilities.
- f. Nahant Marsh's indemnification obligations shall survive the termination or expiration of this Agreement. The City shall promptly notify Nahant Marsh of any claim or action subject to this indemnification and shall cooperate fully in the defense of such claim or action. Nahant Marsh shall have the right to control the defense and settlement of any such claim or action, provided that the City shall have the right to participate in such defense at its own expense. Nahant Marsh shall not settle any claim or action without the City's prior written consent, which shall not be unreasonably withheld. This indemnification clause shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this clause. The City's right to indemnification under this clause is in addition to, and not exclusive of, any other rights or remedies that the City may have under this Agreement or applicable law.

11. **Nahant Marsh Staffing and Activities:** The Nahant Marsh will employ staff as directed by the Nahant Marsh Board. This staff shall be solely responsible for coordinating and scheduling organized groups and activities at the Center, including, but not limited to: educational school groups, environmental organizations, research projects, workshops and seminars.
12. **Fundraising:** The primary partner for fundraising efforts during the period of this Agreement shall be the Nahant Board. The Nahant Board agrees to cooperate and facilitate such fundraising endeavors as they may arise.
13. **Annual Report:** Nahant will meet with City of Davenport Parks Director and/or Public Works Director, Community Partnerships & Special Projects Manager, and Riverfront Improvement Commission staff annually to review the Annual Report, which must include completed projects, a financial report detailing all income sources and expenditures and condition of facilities.
14. **Professional Services:** Nahant Marsh provides critical professional services to the city by discounting admission to the facilities for residents. As such, the City and the Marsh will agree to a professional service agreement to offset costs of Davenport residents utilizing the center at a discounted rate or other service mutually agreed upon. Included within this agreement will be any in-kind services the City of Davenport offers to Nahant Marsh.
15. **Wetland Bank Credits (when applicable):** Nahant Marsh Board is the sole decision maker for the sale of Wetland bank credits per the Army Corps of Engineering program. The price of the credits is set by the Nahant Marsh Board and the sale is facilitated by the Board. Wetland credit revenue shall be used towards operations or facilities of the Nahant Marsh and will be reported on in the annual report to the city.
16. **Notices and Demands:** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand to other communication, such notice shall be considered given under the terms of this license when it is deposited in the U.S. Mail, registered or certified properly addressed, return receipt requested and postage prepaid. Electronic copies are deemed sufficient as long as both parties are in agreement.

17. **Provisions Binding:** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
18. **Assignment:** Neither party shall assign this Agreement, in whole or part without the prior consent of the other party. The consent shall not be unreasonably withheld.
19. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Iowa. If any part or provision of this license / agreement shall be deemed to be invalid or illegal, then such invalid or illegal portion shall, so far as possible, not affect the validity or legality of the remainder of the license.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their respective duly authorized officers on the date indicated above.

Nahant Marsh Education Center Board,
An Iowa Not-For-Profit Corporation

By:_____

Name: Curtis Lundy

Title:_____

City of Davenport,
An Iowa Municipal Corporation

By:_____

Name:_____

Title:_____

City of Davenport

Department: Administration
Contact Info: Chad Dyson | 563-328-7275

Action / Date
12/11/2024

Subject:

Resolution approving a lease agreement between the City of Davenport and the Davenport Community School District to provide a facility for Junior Theatre programming, contingent on Davenport Community School District Board approval. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has owned the 32-acre Annie Wittenmyer complex at 2800 Eastern Avenue since the 1970s. Since acquiring the facilities, the primary user has been Davenport Parks and Recreation's performing arts program, Davenport Junior Theatre. City Council conditionally conveyed the Annie Wittenmyer complex to AW Holdings, LLC, on January 24, 2024, via Action Item 2024-32. The real estate transaction is expected to close in early 2025, at which point the facility must be vacated of any remaining uses, with the exception of the chapel building (theatre) that can be used indefinitely and three cottages that may be available for lease until autumn 2025.

Upon notice of the potential conveyance of the Annie Wittenmyer complex, staff formed a task force of stakeholders, initiated community input, and vetted many possible sites. A property owned by the Davenport Community School District (DCSD) was selected by City Council as the temporary solution for Junior Theatre. The attached lease outlines a five-year agreement between the City of Davenport and DCSD for use of the facility to support DJT programming. This solution relies on the continued use of the Mary Fluhrer-Nighswander Theatre on the Annie Wittenmyer campus for a performance space.

The attached agreement was reviewed by Corporation Counsel and this version is undergoing a final review by the DCSD's legal counsel. If any amendments are made, the agreement will be updated prior to the Committee of the Whole Meeting.

Attachments:

1. Resolution
2. Final Lease Agreement
3. Draft Lease Agreement as of 112724

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a lease agreement between the City of Davenport and the Davenport Community School District to provide a facility for Junior Theatre programming, contingent on Davenport Community School District Board approval.

WHEREAS, the City of Davenport has owned the 32- acre Annie Wittenmyer complex since the 1970s, and the primary user has been Davenport Parks and Recreation's performing arts program, Davenport Junior Theater; and

WHEREAS, the City Council conditionally conveyed the Annie Wittenmyer complex to AW Holdings, LLC, and the real estate transaction is expected to close in early 2025, at which point the facility must be vacated of any remaining uses, with the exception of the chapel building (theatre) that can be used indefinitely; and

WHEREAS, a task force was formed of stakeholders to vet possible sites for Davenport Junior Theatre, and a property owned by the Davenport Community School District was selected by City Council as the temporary solution for Junior Theatre; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the lease agreement between the City of Davenport and the Davenport Community School District to provide a facility for Junior Theatre programming, contingent on Davenport Community School District Board approval, is hereby approved.

Passed and approved this 11th day of December, 2024.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT
(Davenport Junior Theatre)

This Lease Agreement is between DAVENPORT COMMUNITY SCHOOL DISTRICT (“Landlord”) and CITY OF DAVENPORT, IOWA (“Tenant”).

In consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. BASIC PROVISIONS AND DEFINITIONS: The following capitalized terms, shall have the meaning set forth in this paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

- (a) Date of Lease: January 1, 2025.
- (b) Landlord’s Address:

Superintendent
Davenport Community School District
1702 Main Street
Davenport, Iowa 52803
- (c) Tenant’s Address:

City Administrator
City of Davenport
226 W. 4th Street
Davenport, IA 5280
- (d) Lease Term: The Lease term shall commence on January 1, 2025 and shall terminate on December 31, 2030. Tenant shall have options to renew the Lease for up to five (5) additional terms of two (2) years each, subject to the same terms and conditions other than rent, unless otherwise agreed in writing by both parties.
- (e) Base Rent: \$10.00 for the initial Lease term. The parties shall renegotiate the rent payable for each of the renewal terms at the time they are exercised.
- (f) Permitted Use: Davenport Junior Theatre Program.
- (g) PREMISES: 1002 W. Kimberly Rd. (see attached plan of Premises within the existing building).

2. DEMISED PREMISES: Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord that certain Premises identified above which Premises are more particularly identified on Exhibit “A” attached to this Lease and made a part thereof.

3. LEASE TERM: TO HAVE AND TO HOLD the Premises for the period set forth in Paragraph 1(d) of this Lease unless sooner terminated or extended as hereinafter provided.

4. BASE RENT: Tenant shall pay the Base Rent on or before the first day of each month in advance, commencing on the Lease Commencement Date as specified above.

5. CONSTRUCTION AND IMPROVEMENTS: Tenant may make improvements or alterations to the Premises with Landlord prior written approval, not to be unreasonably withheld. Tenant shall submit its plans to Landlord for approval prior to undertaking any construction or improvements. Any construction, +improvements or alterations shall be solely at Tenant's expense. All improvements and/or alterations installed by Tenant shall remain part of the Premises upon termination of the Lease unless Landlord directs otherwise. Landlord retains the right to require Tenant to remove any or all of said improvements or modifications at the expiration or termination of the Lease and restore the Premises to its prior condition, reasonable wear and tear excepted. If Tenant elects to remove any leasehold improvements made by Tenant, Tenant shall notify Landlord of its election and Landlord's approval for such removal will not be unreasonably withhold, provided that Tenant restores the Premises to a condition acceptable to Landlord. Tenant shall repair any damage to the Premises occasioned by the installation or removal of its personal property, furniture, equipment and fixtures.

Tenant shall submit to Landlord plans and specifications for any work, together with a statement of the estimated cost of such work and the name of the proposed contractor whom Tenant proposes to engage to perform prior to the date Tenant is to commence any such work. After receiving Landlord's written approval, and prior to the commencement of any such work, Tenant agrees to deliver to Landlord certificates of worker's compensation insurance from Tenant's contractor as well as evidence of insurance coverages to be maintained by Tenant and its contractors hereunder. Such work may thereupon be commenced and shall be diligently prosecuted to completion in accordance with such approved plans and specifications and in accordance with all applicable laws, ordinances, rules and requirements of Landlord. Tenant's contractors shall provide evidence of liability insurance before commencing any work and shall provide certificates of insurance naming Landlord as a loss payee thereon. Contractor's Sample Certificates of Insurance Exhibit is attached for reference. Tenant shall be responsible for obtaining building permits needed for improvements made by Tenant or its contractors.

6. PERMITTED USE AND OPERATIONS OF TENANT: Tenant, at its own cost and expense, shall fully equip the Premises with all fixtures and equipment necessary for the proper operation of Tenant's use of the Premises. Tenant agrees (a) to occupy and use during the Lease Term the Premises for only the Permitted Use and to conduct Tenant's programs therein in a reputable manner; and (b) to apply for, secure, maintain and comply with all licenses or permits which may be required for the construction and use permitted to be conducted in the Premises and to pay when due all license and permit fees and charges of a similar nature in connection therewith. Tenant shall not use the Premises for any purpose other than the Permitted Use as specified herein.

Landlord and Tenant shall agree on operational plans for the use of the Premises so as not to interfere with Landlord's use of the other portions of the Building. Access to Landlord's portions of the Building shall be maintained as secure and shall not be accessible to Tenant or Tenant's

invitees. Landlord may designate separate entrances for Tenant's use to access the Premises so as to maintain security in Landlord's portions of the Building.

Landlord and Tenant may agree on Tenant's use of the gymnasium and cafeteria spaces in the Building during non-school hours and when not otherwise in use by Landlord. Landlord's use of the gymnasium and cafeteria shall at all times have priority over Tenant's use thereof, including during non-school hours. Landlord shall endeavor to provide a monthly schedule of times it intends to use the gymnasium and cafeteria during non-school hours; provided, however, regardless of the schedule provided, Landlord's usage shall at all times have priority. Tenant may move furniture and equipment in the gymnasium and cafeteria so long as Tenant moves such furniture and equipment back to the locations existing before Tenant's use of these facilities.

7. LAWS: Tenant agrees, at Tenant's own cost and expense: (i) to comply with all present and future governmental laws, ordinances, orders and regulations concerning Tenant's use of the Premises (including Tenant's alterations and additions thereto); and (ii) to comply with all present and future rules, regulations and recommendations of the Board of Fire Underwriters and organizations establishing insurance rates concerning Tenant's use of the Premises.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant therein, in whole or in part, nor sublet the whole or any part of the Premises or permit the Premises or any part thereof to be used or occupied by others.

9. REPAIRS AND MAINTENANCE. (a) Landlord delivers the Premises in its "AS-IS WHERE-IS" condition. Tenant shall be responsible for interior maintenance, upkeep and minor repairs of the Premises at Tenant's sole cost and expense, including includes day-to-day upkeep, minor plumbing repairs, and general wear and tear maintenance; (b) Landlord shall be responsible for (i) necessary repairs to the foundations, roof, and exterior of the building; (ii) major structural repairs; (iii) plumbing repairs, including but not limited to water leaks, water line breaks, sewer lines, or other plumbing issues; (iv) HVAC system upkeep, replacement and major repairs; and (v) electrical systems; (c) Tenant shall promptly notify Landlord of any need for repairs or maintenance that fall under Landlord's responsibility. Landlord shall have a reasonable time to complete such repairs after receiving notice from Tenant; (d) In the event of an emergency repair falling under Landlord's responsibility, Tenant may take immediate action to mitigate damage and shall notify Landlord as soon as practicable; (e) janitorial services within the Premises shall be the responsibility of Tenant, at Tenant's expense; (f) Landlord shall maintain the exterior of the building and all parking areas, including snow removal

10. UTILITIES.

(a) Landlord shall be responsible for payment of all charges for water, sewer, gas and electric used or consumed in the Premises, provided Tenant shall pay to Landlord a prorated portion of the utilities consumed on the premises, prorated in proportion to the approximate area occupied by Tenant in the Building. For the purposes of this Lease, Landlord and Tenant agree that Tenant shall initially pay thirty percent (30%) of the utility charges for the Building. Utility usage shall be reviewed annually in good faith by both parties. If Tenant's actual usage is

determined to be consistently below thirty percent (30%) of the Building total utility consumption, the parties may renegotiate the Tenant's contribution rate after the second year of the Lease, subject to mutual consent of the parties.

(b) Telephone/Internet. Tenant shall be responsible for the cost of installing and paying for any telephone and/or internet service to the Premises. Any telephone or internet service installed to the Premises shall be approved by Landlord prior to installation and shall be done in conformity with Landlord's requirements.

11. TAXES: Landlord shall, in all instances, pay any real estate taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements and betterments constituting the Premises and Premises. The term "Taxes" shall mean and include all real estate taxes, assessments, and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary and ordinary.

12. INDEMNITY: (a) Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord, its Board of Directors, agents, employees and students from and against any and all claims, demands, fines, suits, actions proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or arising, directly or indirectly, wholly or in part by (i) any negligent act, omission or willful misconduct of Tenant, its employees, agents, contractors, or invitees in the use, occupancy or operation of the Premises; (ii) any violation of applicable laws, regulations or ordinances by Tenant, its employees, agents, contractors or invitees in connection with the use of the Premises.

(b) Landlord hereby agrees to defend, indemnify, and hold harmless Tenant, its officers, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly from or in connection with (i) any negligent act, omission, or willful misconduct of Landlord, its employees, agents, or contractors in the maintenance or operation of the Building; (ii) any violation of applicable laws, regulations, or ordinances by Landlord, its employees, agents, or contractors in connection with the Building.

(c) Neither party shall be responsible for indemnifying or holding the other party harmless from claims to the extent they result from the negligence or willful misconduct of the other party or their respective employees, agents, contractors or invitees.

(d) The indemnified party shall promptly notify the indemnifying party of any claim or action subject to this indemnification and shall cooperate fully in the defense of such claim or action. The indemnifying party shall have the right to control the defense and settlement of any such claim or action, provided that the indemnified party shall have the right to participate in such defense at its own expense.

(e) The indemnification obligations under this section shall survive the expiration or termination of this Lease.

13. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES: Landlord shall be responsible for any pre-existing environmental conditions or contamination on the Premises; (b) Tenant shall comply with applicable environmental laws in its use of the Premises; (c) Landlord shall be responsible for ensuring the building's overall compliance with environmental regulations; (d) Tenant shall not use, generate, or store Hazardous Materials on the Premises, except for small quantities of cleaning supplies and other materials customarily used in theater operations, provided such use complies with all applicable laws; (e) Tenant shall promptly notify Landlord of any known or suspected release of Hazardous Materials on or about the Premises not caused by Tenant's operations; (f) Landlord shall be responsible for any necessary environmental remediation, except for contamination directly caused by Tenant; (g) The obligations under this section shall survive the expiration or termination of this Lease.

14. TENANT'S INSURANCE: (a) Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Lease Term, at Tenant's own cost and expense such insurance as shown on Tenant's Sample Insurance Exhibit attached hereto, and shall contain a contractual liability endorsement covering the matters set forth in the Paragraph hereof on Indemnity. Such insurance shall be issued in the names and for the benefit of Landlord, and Tenant and shall contain an endorsement that Landlord, although named as insureds, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to them, their servants, agents and employees by reason of the negligence of Tenant.

(b) Tenant Improvements and Personal Property. Tenant shall be responsible for all insurance on Tenant's leasehold improvements and personal property. Tenant understands that Landlord's insurance does not cover Tenant's leasehold improvements and personal property.

15. FIRE AND CASUALTY: If the Premises should be partially destroyed by fire or other casualty, or if the Premises should be so damaged, this Lease shall terminate and the rent shall be abated for the unexpired portion of the lease, effective as of the date of the written notification. In the event of fire or casualty, Landlord shall have no obligation to restore the Premises or to reimburse Tenant for the cost of leasehold improvements.

16. DEFAULT: If Tenant shall fail to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant for more than thirty (30) days after written notice shall have been given to Tenant specifying the nature of such other default.

(a) In an Event of Default shall occur and shall not be cured in the manner as herein provided (unless Tenant is not entitled to an opportunity to cure such default), Landlord and Tenant covenant and agree that Landlord shall immediately have the following rights and remedies: (i) to immediately re-enter the Premises by summary proceedings, if necessary, and to dispossess Tenant and all other occupants thereof and to remove and dispose of all property therein or to store such property in a public warehouse or elsewhere at the cost and for the account of Tenant without Landlord being deemed guilty or trespass or becoming liable for any loss of damage which may arise out of such action; (ii) to cancel and terminate this Lease upon three (3) days' notice to Tenant stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice, and upon such specified notice, this Lease and all rights of the Tenant under this Lease shall expire and terminate as if that date were the date definitely fixed in this Lease for the

termination of the term.

(b) Notwithstanding any other provision in this Lease, Tenant shall have the right to terminate this Lease by providing one hundred eighty (180) days' written notice to Landlord if: (i) Tenant's funding for the Davenport Junior Theatre program is significantly reduced or eliminated; (ii) the Premises become unsuitable for the Permitted Use due to reasons beyond Tenant's control; (iii) Landlord fails to maintain the exterior of the building, parking areas, or other common areas in a manner that materially interferes with Tenant's use of the Premises; (iv) Landlord breaches any material term of this Lease and fails to cure such breach within sixty (60) days after receiving written notice from Tenant.

(c) Upon termination under this clause, Tenant shall vacate the Premises and return them to Landlord in the condition required by this Lease, and neither party shall have any further obligations under this Lease except for those that expressly survive termination.

17. ACCESS TO PREMISES: Landlord shall also have the right to enter upon the Premises during all regular hours (and in emergencies at all times) for the purpose of making any inspections or repairs to the Premises or to the building of which it forms a part as Landlord may deem necessary, and for any other lawful purpose.

18. QUIET ENJOYMENT: If Tenant timely pays the rents reserved and performs all of the other terms, covenants and conditions of this Lease on the Tenant's part to be performed, then Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term, subject to the terms of this Lease, and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

19. SURRENDER OF PREMISES: Upon the expiration or sooner termination of the Lease Term, Tenant agrees to quit and surrender the Premises, broom-clean, together with all keys and all improvements, alterations, additions, lighting fixtures and equipment at any time made or installed in, or upon or to the interior or exterior of the Premises, except personal property and trade fixtures.

20. HOLDING OVER. Should Tenant remain in possession of the Premises after the expiration of the Lease Term (or any renewal term hereof) without the execution of a new lease, such holding over shall be deemed to have created and be construed as a tenancy from month-to-month terminable on thirty (30) days' written notice by either party to the other, at a monthly rental equal to twice the monthly installment of Base Rent payable during the last month of the Lease Term, subject to all the other conditions, provisions and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy.

21. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed, construed or implied as creating the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

22. NO WAIVER: The failure of Landlord or Tenant to insist upon the strict

performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

23. NOTICES: Every notice, demand, request or other communications which may be or is required to be given under this Lease shall be in writing and shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, and shall be addressed: (a) if to Landlord, to the Landlord's Address, and (b) if to Tenant, to Tenant's Address; and the same shall be deemed delivered when deposited in the United States Mail. Either party may designate, by written notice to the other party, any other address for such purposes. Each of the parties hereto waive personal or any service other than as provided for in this Paragraph. Either party may, however, give the other party notice by email, telephone, or in person of the need for emergency repairs subject to subsequent formal notice as above provided.

24. ENTIRE AGREEMENT, ETC.: (a) This Lease, including the Exhibits and Riders attached hereto, sets forth the entire agreement between the parties.

(a) All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.

(b) This Lease shall not be modified except by a writing signed by the parties, nor may this Lease be cancelled by Tenant or the Premises surrendered except with the express written authorization of Landlord unless otherwise specifically provided herein.

(c) The captions or numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

25. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Lease as of the Date of Lease first above written.

LANDLORD:

DAVENPORT COMMUNITY SCHOOL
DISTRICT

By: _____
Its: Board President

TENANT:

CITY OF DAVENPORT

By: _____
Its: Mayor

By: _____
Its: City Clerk

EXHIBIT A

[Depiction of Premises]

SAMPLE INSURANCE CERTIFICATE EXHIBITS

LEASE AGREEMENT
(Davenport Junior Theatre)

This Lease Agreement is between DAVENPORT COMMUNITY SCHOOL DISTRICT (“Landlord”) and CITY OF DAVENPORT, IOWA (“Tenant”).

In consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. BASIC PROVISIONS AND DEFINITIONS: The following capitalized terms, shall have the meaning set forth in this paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

(a) Date of Lease: January 1, 2025.

(b) Landlord’s Address:

Superintendent
Davenport Community School District
1702 Main Street
Davenport, Iowa 52803

(c) Tenant’s Address:

City Administrator
City of Davenport
226 W. 4th Street
Davenport, IA 5280

(d) Lease Term: The Lease Term shall commence on January 1, 2025, and shall expire on December 31, 2030. Tenant shall have the option to renew the Lease for up to five (5) additional terms of two (2) years each, subject to the same terms and conditions unless otherwise agreed in writing by both parties.

(e) Base Rent: \$10.00 for the Lease term.

(f) Permitted Use: Davenport Junior Theatre Program.

(g) PREMISES: 1002 W. Kimberly Rd. (see attached plan of Premises within the existing building).

2. DEMISED PREMISES: Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord that certain Premises identified above which Premises are more particularly identified on Exhibit “A” attached to this Lease and made a part thereof.

3. LEASE TERM: TO HAVE AND TO HOLD the Premises for the period set forth

in Paragraph 1(d) of this Lease unless sooner terminated or extended as hereinafter provided.

4. BASE RENT: Tenant shall pay the Base Rent on or before the first day of each month in advance, commencing on the Lease Commencement Date as specified above.

5. CONSTRUCTION AND IMPROVEMENTS: Tenant may make improvements or alterations to the Premises with Landlord prior written approval, not to be unreasonably withheld. Tenant shall submit its plans to Landlord for approval prior to undertaking any construction or improvements. Any construction, improvements or alterations shall be solely at Tenant's expense. All improvements and/or alterations installed by Tenant shall remain part of the Premises upon termination of the Lease unless Landlord directs otherwise. Landlord retains the right to require Tenant to remove any or all of said improvements or modifications at the expiration or termination of the Lease and restore the Premises to its prior condition, reasonable wear and tear excepted. Should Tenant wish to remove any improvements funded by Tenant at the end of the Lease, Tenant must notify Landlord of its intent. Landlord's approval for such removal shall not be unreasonably withheld or delayed, provided that Tenant restores the Premises to a condition acceptable to Landlord. Tenant shall repair any damage to the Premises occasioned by the installation or removal of its personal property, furniture, equipment and fixtures.

Tenant shall submit to Landlord plans and specifications for any work, together with a statement of the estimated cost of such work and the name of the proposed contractor whom Tenant proposes to engage to perform prior to the date Tenant is to commence any such work. After receiving Landlord's written approval, and prior to the commencement of any such work, Tenant agrees to deliver to Landlord certificates of worker's compensation insurance in statutory limits from Tenant's contractor as well as evidence of insurance coverages to be maintained by Tenant and its contractors hereunder. Such work may thereupon be commenced and shall be diligently prosecuted to completion in accordance with such approved plans and specifications and in accordance with all applicable laws, ordinances, rules and requirements of Landlord. Tenant's contractors shall provide evidence of liability insurance before commencing any work and shall provide certificates of insurance naming Landlord as a loss payee thereon. Tenant shall be responsible for obtaining building permits needed for improvements made by Tenant or its contractors.

6. PERMITTED USE AND OPERATIONS OF TENANT: Tenant, at its own cost and expense, shall fully equip the Premises with all fixtures and equipment necessary for the proper operation of Tenant's use of the Premises. Tenant agrees (a) to occupy and use during the Lease Term the Premises for only the Permitted Use and to conduct Tenant's programs therein in a reputable manner; and (b) to apply for, secure, maintain and comply with all licenses or permits which may be required for the construction and use permitted to be conducted in the Premises and to pay when due all license and permit fees and charges of a similar nature in connection therewith. Tenant shall not use the Premises for any purpose other than the Permitted Use as specified herein.

Landlord and Tenant shall agree on operational plans for the use of the Premises so as not to interfere with Landlord's use of the other portions of the Building. Access to Landlord's portions of the Building shall be maintained as secure and shall not be accessible to Tenant or Tenant's

invitees. Landlord may designate separate entrances for Tenant's use to access the Premises so as to maintain security in Landlord's portions of the Building.

Landlord and Tenant may agree on Tenant's use of the gymnasium and cafeteria spaces in the Building during non-school hours when not in use by Landlord. Landlord's use of the gymnasium and cafeteria shall at all times have priority over Tenant's use thereof, including during non-school hours, except outside of the calendared school year, during this time the Tenant's use of space will take priority. Landlord will deliver a schedule of its planned use of these spaces to the Tenant at the beginning of each month. If the Landlord needs to change its planned use after it has delivered the schedule it will notify the Tenant in writing of this change at least five (5) business days before the planned use, to allow the Tenant to adapt its programming needs to this change. Tenant may move furniture and equipment so long as Tenant shall be responsible for moving furniture and equipment back to where located before Tenant's use of these facilities.

7. LAWS: Tenant agrees, at Tenant's own cost and expense: (i) to comply with all present and future governmental laws, ordinances, orders and regulations concerning Tenant's use of the Premises (including Tenant's alterations and additions thereto); and (ii) to comply with all present and future rules, regulations and recommendations of the Board of Fire Underwriters and organizations establishing insurance rates concerning Tenant's use of the Premises.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant therein, in whole or in part, nor sublet the whole or any part of the Premises or permit the Premises or any part thereof to be used or occupied by others.

9. REPAIRS AND MAINTENANCE.

(a) Landlord delivers the Premises in its "AS-IS WHERE-IS" condition. Tenant shall be responsible for routine interior maintenance and minor repairs of the Premises at Tenant's sole cost and expense. This includes day-to-day upkeep, minor plumbing repairs, and general wear and tear maintenance.

(b) Landlord shall be responsible for:

1. Necessary repairs to the foundations, roof, and exterior of the building;
2. Major structural repairs;
3. Catastrophic plumbing issues, including but not limited to main water line breaks, sewer line collapses, or other plumbing failures that significantly impact the building's infrastructure or require extensive repair work;
4. HVAC system replacements or major repairs;
5. Electrical system failures or major electrical repairs.

(c) Tenant shall promptly notify Landlord of any need for repairs or maintenance that fall under Landlord's responsibility. Landlord shall have a reasonable time to complete such repairs after receiving notice from Tenant. (d) In the event of an emergency repair falling under Landlord's responsibility, Tenant may take immediate action to mitigate damage and shall notify Landlord as soon as practicable. (e) All other janitorial services shall be the responsibility of Tenant, at Tenant's expense. (f) Landlord shall maintain the exterior of the building and all parking areas, including snow removal (a) Landlord delivers the Premises

in its "AS-IS WHERE-IS" condition. In the event Tenant requires repairs or improvements to the interior of the Premises, such repairs or improvements shall be at Tenant's sole cost and expense. Landlord shall not be required to make any repairs or improvements of any kind upon or to the interior of the Premises, except for necessary repairs to the foundations and repairs to the roof and exterior of the building. Tenant agrees at Tenant's own cost and expense to maintain the Premises in a clean condition and in good order. All other janitorial services shall be the responsibility of Tenant, at Tenant's expense. Landlord shall maintain the exterior of the building and all parking areas, including snow removal.

10. UTILITIES.

(a) Landlord shall be responsible for payment of all charges for water, sewer, gas, and electricity used or consumed in the Premises. Tenant shall reimburse Landlord for a prorated portion of these utility charges, based on the approximate area occupied by Tenant in the Building. For the purposes of this Lease, the parties agree that Tenant's initial share shall be thirty percent (30%) of the total utility charges for the Building.

Utility usage shall be reviewed annually in good faith by both parties. If Tenant's actual usage is determined to be consistently below thirty percent (30%) of the Building's total utility consumption, the parties may renegotiate the Tenant's contribution rate after the second year of occupancy, subject to mutual consent.

(b) Telephone/Internet. Tenant shall be responsible for the cost of installing and paying for any telephone and/or internet service to the Premises. Any telephone or internet service installed to the Premises shall be approved by Landlord prior to installation and shall be done in conformity with Landlord's requirements.

11. TAXES: Landlord shall, in all instances, pay any real estate taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements and betterments constituting the Premises and Premises. The term "Taxes" shall mean and include all real estate taxes, assessments, and other governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary and ordinary.

12. INDEMNITY: (a) Tenant's Indemnification: Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its Board of Directors, agents, employees, and students from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly from or in connection with:

1. Any negligent act, omission, or willful misconduct of Tenant, its employees, agents, contractors, or invitees in the use, occupancy, or operation of the Premises;
2. Any breach by Tenant of any covenant, warranty, or obligation under this Lease;
3. Any violation of applicable laws, regulations, or ordinances by Tenant, its employees, agents, contractors, or invitees in connection with the use of the Premises.

(b) Landlord's Indemnification: Landlord hereby agrees to defend, indemnify, and hold harmless Tenant, its officers, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly from or in connection with:

1. Any negligent act, omission, or willful misconduct of Landlord, its employees, agents, or contractors in the maintenance or operation of the Building;
2. Any breach by Landlord of any covenant, warranty, or obligation under this Lease;
3. Any violation of applicable laws, regulations, or ordinances by Landlord, its employees, agents, or contractors in connection with the Building.

(c) Limitation: Neither party shall be responsible for indemnifying or holding the other party harmless from claims to the extent they result from the negligence or willful misconduct of the other party or its respective employees, agents, or contractors.

(d) Notice and Defense: The indemnified party shall promptly notify the indemnifying party of any claim or action subject to this indemnification and shall cooperate fully in the defense of such claim or action. The indemnifying party shall have the right to control the defense and settlement of any such claim or action, provided that the indemnified party shall have the right to participate in such defense at its own expense.

(e) Survival: The indemnification obligations under this clause shall survive the expiration or termination of this Lease

13. 13. TENANT'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES: Tenant (a) will operate the Premises and will at all times receive, handle, use, store, treat, ship and dispose of all hazardous substances, petroleum products and waste in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, regulations or requirements, and (b) will remove prior to the termination of this Lease from and off the Premises all hazardous substances, petroleum products and waste.

14. Environmental Protection

(a) Pre-existing Conditions: Landlord acknowledges and assumes responsibility for any pre-existing environmental conditions or contamination on the Premises.

(b) Compliance: Tenant shall comply with applicable environmental laws in its use of the Premises. Landlord shall be responsible for ensuring the building's overall compliance with environmental regulations.

(c) Hazardous Materials: Tenant shall not use, generate, or store Hazardous Materials on the Premises, except for small quantities of cleaning supplies and other materials customarily used in theater operations, provided such use complies with all applicable laws.

(d) Notification: Tenant shall promptly notify Landlord of any known or suspected release of Hazardous Materials on or about the Premises not caused by Tenant's operations.

(e) Remediation: Landlord shall be responsible for any necessary environmental remediation, except for contamination directly caused by Tenant's negligence or willful misconduct.

(f) Inspections: Landlord may conduct periodic environmental inspections of the Premises with reasonable notice to Tenant. Tenant shall cooperate with such inspections.

(g) Indemnification: Landlord shall indemnify and hold Tenant harmless from any claims, damages, or liabilities arising from pre-existing environmental conditions or Landlord's violation of Environmental Laws.

(h) Records: Landlord shall maintain and provide Tenant access to any environmental records related to the Premises upon request.

(i) Survival: The obligations under this Environmental Protection section shall survive the expiration or termination of this Lease.

15. TENANT'S INSURANCE: (a) Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Lease Term, at Tenant's own cost and expense Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of liability in an amount of Five Million Dollars (\$5,000,000) which insurance shall contain a contractual liability endorsement covering the matters set forth in the Paragraph hereof on Indemnity. Such insurance shall be issued in the names and for the benefit of Landlord, and Tenant and shall contain an endorsement that Landlord, although named as insureds, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to them, their servants, agents and employees by reason of the negligence of Tenant.

(a) Tenant Improvements and Personal Property. Tenant shall be responsible for all insurance on Tenant's leasehold improvements and personal property. Tenant understands that Landlord's insurance does not cover Tenant's leasehold improvements and personal property.

16. FIRE AND CASUALTY: If the Premises should be partially destroyed by fire or other casualty, or if the Premises should be so damaged, this Lease shall terminate and the rent shall be abated for the unexpired portion of the lease, effective as of the date of the written notification.

17. DEFAULT: If Tenant shall fail to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant for more than thirty (30) days after written notice shall have been given to Tenant specifying the nature of such other default.

(a) In an Event of Default shall occur and shall not be cured in the manner as herein provided (unless Tenant is not entitled to an opportunity to cure such default), Landlord and Tenant covenant and agree that Landlord shall immediately have the following rights and remedies: (i) to immediately re-enter the Premises by summary proceedings, if necessary, and to dispossess Tenant and all other occupants thereof and to remove and dispose of all property therein or to store such property in a public warehouse or elsewhere at the cost and for the account of Tenant without Landlord being deemed guilty or trespass or becoming liable for any loss of damage which may arise out of such action; (ii) to cancel and terminate this Lease upon three (3) days' notice to Tenant stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice, and upon such specified

notice, this Lease and all rights of the Tenant under this Lease shall expire and terminate as if that date were the date definitely fixed in this Lease for the termination of the term.

- (b) Tenant's Termination Rights: Notwithstanding any other provision in this Lease, Tenant shall have the right to terminate this Lease by providing one hundred eighty (180) days' written notice to Landlord if:
- i. Tenant's funding for the Davenport Junior Theatre program is significantly reduced or eliminated;
 - ii. The Premises become unsuitable for the Permitted Use due to reasons beyond Tenant's control;
 - iii. Landlord fails to maintain the exterior of the building, parking areas, or other common areas in a manner that materially interferes with Tenant's use of the Premises;
 - iv. Landlord breaches any material term of this Lease and fails to cure such breach within sixty (60) days after receiving written notice from Tenant.
 - v. Upon termination under this clause, Tenant shall vacate the Premises and return them to Landlord in the condition required by this Lease, and neither party shall have any further obligations under this Lease except for those that expressly survive termination.

18. ACCESS TO PREMISES: Landlord shall also have the right to enter upon the Premises during all regular hours (and in emergencies at all times) for the purpose of making any inspections or repairs to the Premises or to the building of which it forms a part as Landlord may deem necessary, and for any other lawful purpose.

19. QUIET ENJOYMENT: If Tenant timely pays the rents reserved and performs all of the other terms, covenants and conditions of this Lease on the Tenant's part to be performed, then Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term, subject to the terms of this Lease, and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

20. SURRENDER OF PREMISES: Upon the expiration or sooner termination of the Lease Term, Tenant agrees to quit and surrender the Premises, broom-clean, together with all keys and all improvements, alterations, additions, lighting fixtures and equipment at any time made or installed in, or upon or to the interior or exterior of the Premises, except personal property and trade fixtures.

21. HOLDING OVER. Should Tenant remain in possession of the Premises after the expiration of the Lease Term (or any renewal term hereof) without the execution of a new lease, such holding over shall be deemed to have created and be construed as a tenancy from month-to-month terminable on thirty (30) days' written notice by either party to the other, at a monthly rental equal to twice the monthly installment of Base Rent payable during the last month of the Lease Term, subject to all the other conditions, provisions and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy.

22. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed,

construed or implied as creating the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.

23. NO WAIVER: The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

24. NOTICES: Every notice, demand, request or other communications which may be or is required to be given under this Lease shall be in writing and shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, and shall be addressed: (a) if to Landlord, to the Landlord's Address, and (b) if to Tenant, to Tenant's Address; and the same shall be deemed delivered when deposited in the United States Mail. Either party may designate, by written notice to the other party, any other address for such purposes. Each of the parties hereto waive personal or any service other than as provided for in this Paragraph. Either party may, however, give the other party notice by email, telephone, or in person of the need for emergency repairs subject to subsequent formal notice as above provided.

25. ENTIRE AGREEMENT, ETC.: (a) This Lease, including the Exhibits and Riders attached hereto, sets forth the entire agreement between the parties.

(a) All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.

(b) This Lease shall not be modified except by a writing signed by the parties, nor may this Lease be cancelled by Tenant or the Premises surrendered except with the express written authorization of Landlord unless otherwise specifically provided herein.

(c) The captions or numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

26. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Lease as of the Date of Lease first above written.

LANDLORD:

DAVENPORT COMMUNITY SCHOOL DISTRICT

By: _____
Its: Board President

TENANT:

CITY OF DAVENPORT

By: _____
Its: Mayor

By: _____
Its: City Clerk

City of Davenport

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

Action / Date
12/11/2024

Subject:

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

German American Heritage Center; Christkindlmarkt; 712 West 2nd Street; 10:00 a.m. - 6:00 p.m. Saturday, December 14, 2024; Outdoor music, over 50 dBA. [Ward 3]

Downtown Davenport Partnership; Icestravaganza; Freight House | 421 West River Drive; 5:00 p.m. - 10:00 p.m. Friday, January 17, 2025; 10:00 a.m. - 10:00 p.m. Saturday, January 18, 2025; and 10:00 a.m. - 10:00 p.m. Sunday, January 19, 2025; Outdoor music, over 50 dBA. [Ward 3]

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.

Christkindlmarkt | The businesses around the property are not open on Saturday. The buildings north of the GAHC are currently vacant.

Icestravaganza | The schedule is not confirmed for the event, but with City Council not reconvening until January 8/15, 2025 for its first cycle of the new year, the noise variance request is being presented for each day of the event in case they plan music for any of those.

Attachments:

None

City of Davenport

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

Action / Date
12/11/2024

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

Chill Vibez Lounge, LLC (Chill Vibez Lounge, LLC) - 114 Myrtle Street Unit A/B - Outdoor Area -
Premises Update/ Expansion - License Type: Class C Liquor (On-Premises)

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

Ward 1

A&S Food & Gas (Kuljeet Kaur) - 2365 Rockingham Road - License Type: Class E Liquor (Carry-
Out)

Davenport Elks Lodge #298 (Benevolent and Protective Order Of Elks #298) - 4400 West
Central Park Avenue - License Type: Class C Liquor (On-Premises)

Ward 2

Big 10 Mart #17 (Molo Oil Company) - 2308 West 53rd Street - License Type: Class B
Beer/Wine (Carry-Out)

Ward 3

Danceland (Danceland Ltd) - 501 1/2 West 4th Street - License Type: Class C Liquor (On-
Premises)

Mac's Tavern (Failte, Inc) - 316 West 3rd Street - Outdoor Area - License Type: Class C Liquor
(On-Premises)

The Renwick Mansion, LLC (The Renwick Mansion, LLC) - 901 Tremont Avenue - Outdoor Area -
License Type: Class C Liquor (On-Premises)

Ward 4

MC's Happy Hallow (DMC Corporation) - 1502 West 14th Street - License Type: Class C Liquor
(On-Premises)

Ward 6

Big 10 Mart #18 (Molo Oil Company) - 5310 Corporate Park Drive - License Type: Class E Liquor (Carry-Out)

Buffalo Wild Wings (Blazin' Wings, Inc) - 4860 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

HuHot Mongolian Grill (CCW, LLC) - 3006 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

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

R & C Brazilian Steakhouse, LLC (R & C Brazilian Steakhouse, LLC) - 320 West Kimberly Road #53 - License Type: Class C Liquor (On-Premises)

The Gallery (Nelson Securities, Inc) - 3727 Esplanade Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Kwik Star #167 (Kwik Trip, Inc) - 2050 East 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

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

Action / Date
12/11/2024

Subject:

Motion accepting work completed under the Goose Creek Trail Connection project by Americore LLC of Blue Grass, Iowa in the amount of \$79,078.10, CIP #28028. [Ward 7]

Recommendation:

Pass the Motion.

Background:

This project was completed between the off-ramp and Brady Street south of 59th Street. The project extended the Goose Creek Trail to 59th Street, removing and replacing ADA-compliant sidewalks.

The total cost of the project was \$79,078.10 which was funded in CIP #28028.

Attachments:

None

City of Davenport

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

Action / Date
12/11/2024

Subject:

Motion awarding a contract for the Water Quality Monitoring project to EnviroNET, Inc of Davenport, Iowa in the amount of \$97,910, CIP #33055. [Wards 2, 6, & 7]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on November 6, 2024, and sent to contractors. On November 25, 2024, the Purchasing Division opened and read four (4) responsive and responsible bids. EnviroNET, Inc of Davenport, Iowa was the lowest responsive and responsible bidder and is recommended for award.

Work under this contract will provide water quality monitoring supplemental to the planning assistance to the States Comprehensive Watershed Management Plan. The proposed monitoring includes the development of a quality assurance project plan (QAPP), weekly sampling and analysis for seven specified sites, high flow sampling and analysis, dry weather sampling and analysis, and qPCR sampling and analysis. The scope also includes a written report summarizing the QAPP, sampling, and analysis.

This project is funded through CIP #33055 | Watershed & Natural Resource.

Attachments:

1. Bid Tab

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Water Quality Monitoring Project

BID NUMBER: 25-39

OPENING DATE: November 25, 2024

FUNDING: CIP 33055 | Watershed & Natural Resource

RECOMMENDATION: Award the contract to EnviroNET, Inc. of Davenport, Iowa in the amount of \$97,910.

<u>VENDOR NAME</u>	<u>BID</u>
EnviroNET, Inc. of Davenport, IA	\$97,910
Terracon Consultants, Inc. of Bettendorf, IA	\$128,350
Stanley Consultants, Inc. of Muscatine, IA	\$210,000.02
Clear Air Inc of Des Moines, IA	\$416,944

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
12/11/2024

Subject:

Motion awarding a contract for the West 46th Street Culvert Over Cardinal Creek Guardrail Installation project to Lovewell Fence of Davenport, Iowa in the amount of \$62,350, CIP #35061. [Ward 2]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on November 4, 2024, and sent to contractors. On November 20, 2024, the Purchasing Division opened and read one (1) responsive and responsible bid. Lovewell Fence of Davenport, Iowa was a responsive and responsive bidder and is recommended for contract award.

Work under this contract involves the installation of a guardrail on the West 46th Street culvert over Cardinal Creek.

This project is funded in CIP #35061.

Attachments:

1. Bid Tab

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: W. 46th St. Culvert over Cardinal Creek Guardrail

BID NUMBER: 25-40

OPENING DATE: November 20, 2024

FUNDING: CIP 35061 | High Volume Street Repair Program

RECOMMENDATION: Award the contract to Lovewell Fence of Davenport, Iowa in the amount of \$62,350.

<u>VENDOR NAME</u>	<u>BID</u>
Lovewell Fence of Davenport, IA	\$62,350

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: Jim Erwin | 563-326-7922

Action / Date
12/11/2024

Subject:

Motion approving the purchase of three Ford pickup trucks from Karl Auto Group of Story City, Iowa in the amount of \$90,441 using Iowa Department of Administrative Services contract #23034A. [All Wards]

Recommendation:

Pass the Motion.

Background:

These three 2025 Ford Maverick pickup trucks will replace similar trucks throughout the City that are scheduled for replacement. They will be purchased from Karl Auto Group of Story City, Iowa using Iowa Department of Administrative Services contract #23034A. Each truck will cost \$30,147 with delivery to Davenport, for a total cost of \$90,441.

Funding source will be Local Sales Tax.

Attachments:

1. Quote

Automatic Transmission

CPU Group 1 - Crew Cab FWD AND AWD Compact Pickup

FWD

AWD

Model:

Model Name:

FORD	FORD
Maverick	Maverick
W8E	W8F
XLT	XLT
XLT	XLT
993	999
CVT	448
TBD	TBD
2000	2000

BASE VEHICLE SPECIFICATIONS			
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	
Gross Vehicle Weight Rating (FWD)	5,200 lb. GVWR minimum	STATE FWD GVWR:5200	
Gross Vehicle Weight Rating (AWD)	5,205 lb. GVWR minimum	STATE AWD GVWR: 5205	
Wheelbase length	Minimum 121 inches	STATE LENGTH: 121.1	
Bed	SHORT BOX	STATE LENGTH: 60	
Engine			
Engine (FWD)	2.5 Hybrid Engine	Cylinders: 4	Liters: 2.5 HP: 191 Torque:155
Engine (AWD)	2.0 L Ecoboost	Cylinders: 4	Liters: 2.0 HP: 250 Torque:277
Drive Axle			
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.63	Locking or limited slip provided? N/A
Transfer Case (AWD)		STD	
Electrical			
Power Point	Located in Driver Area	STD	
Doors & Windows			
Doors	Power door locks with remote keyless entry	STD	
Key Sets with Fobs	2 key sets including fobs	STD	
Windows	Power	STD	
Windows	Rear Defroster, if available must provide	N/A	Rear Defroster included?
Wipers	Intermittent	STD	
Exterior			
Bumper	Rear Step	STD	
License Plate Holders	Front and Rear license plate holders	153	
Mirrors	Power, if available must provide	STD	Power included? YES
Tailgate	Locking, if not standard	STD	
Flooring			
Floor Covering	Full floor covering, rubber or vinyl acceptable.	CARPET	
Interior			
Air Conditioning	AC with all required options.	STD	
Bluetooth	Factory preferred but dealer installed acceptable	STD	
Radio	AM/FM with internal clock	STD	
Steering Column	Tilt, if available must be provided; Cruise Control	STD	
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp.	STD	
Safety			
Brakes	Power 4 Wheel Anti-lock	STD	
Daytime Running Lights	If available must provide	STD	
Reverse Camera	Factory installed only	STD	
Seating			
Driver/Passenger (FWD)	Front bucket seats with center console or armrest; Rear split bench seat w/cloth upholstery	STD	
Tires & Wheels			
Tires	All Season Radial	STD	
Spare	If available must provide	Is spare full size? 51D	

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR FWD:	\$27,886.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00
CPU GROUP 1.1	TOTAL VEHICLE PRICE FOR CREW CAB FWD INCLUDING BASE COST AND DELIVERY:	\$27,886.00

Examples: Ford Maverick

Exact Model Code:

Trim Pkg. Common Name: Exact Trim Pkg. Code:

Engine Code: Transmission Code: Payload Capacity:

Towing Capacity:

Karl Auto Group -Story City

Final Bid Price

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:	\$27,886.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00
CPU GROUP 1.2	TOTAL VEHICLE PRICE FOR CREW CAB AWD INCLUDING BASE COST AND DELIVERY:	\$29,200.00

Final Bid Price

CPU Group 1 - Crew Cab FWD AND AWD Compact Pickup

Examples: Ford Maverick

Page 2

Karl Auto Group -Story City

ADDITIONAL OPTIONS			
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Upgrade (FWD)	2.0L Ecoboost Gasoline- include all required options and pertinent information.	Cylinders: 4 Liters: 2.0 HP: 250 Torque:277	\$450.00
Base Engine (AWD)	NA	Cylinders: 4 Liters: 2.5 HP: 191 Torque:155	
		DEDUCT COST:	-\$250.00
Doors & Windows			
Key Sets, Additional	2 key sets including fobs (for a total of 4 key sets with fobs)		
Exterior			
Bed Liner	Spray In; dealer installed acceptable	96G	495
Cargo Tie Downs	OEM must be provide if available; Factory installed if available must provide; dealer installed acceptable when Factory installed not available.	96J	375
	Front and Rear, OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	63B	180

Trailer Brake Controller	Integrated, OEM; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	DI	Factory installed? NO	\$275.00
Trailer tow package	Class III receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	60B		\$100.00
Interior				
Floor Mats	All weather; dealer installed acceptable	DI		250
Flooring				
Floor Mats	All weather; dealer installed acceptable	N/A		\$0.00
Safety				
Alarm	Backup alarm, Factory installed if available must provide; dealer installed acceptable when Factory installed not available.	DI	Factory installed? NO	\$250.00
Reverse Sensing System	Factory installed if available must provide; dealer installed acceptable when Factory installed not available.	76B	Factory installed?YES	\$260.00
Tires & Wheels				
Spare	Full Size tire, if not included in base	INC W Base		\$0.00
Tires (AWD)	All-terrain radio (NOT all-season M&S) tires only. Full size spare tire included and mounted under body.	All Terrain or M&S provided?	Upgrades wheels, FX4 off road pkg, hitch receiver	\$925.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		1%

DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Enter Per Mile Charge:		\$2.75
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	188.00	\$517.00

Base Vehicle:	\$29,200.00
Options:	\$430.00
Delivery:	\$517.00
Total:	\$30,147.00

City of Davenport

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

Action / Date
12/11/2024

Subject:

Motion approving the purchase of a portable electric bus charger from Gillig LLC of Livermore, California in the amount of \$62,500, CIP #24035. [All Wards]

Recommendation:

Pass the motion.

Background:

On August 15, 2022 the City of Davenport, Iowa was awarded \$4,874,993 that, together with a local match consisting of City funds and funds from both MidAmerican Energy and the Regional Development Authority, are to be used for the Transit Division to purchase and deploy four electric buses and related infrastructure. A Motion to accept the award was adopted on September 14, 2022 (2022-439).

This Motion is part of the electric bus project. This mobile charger will enable increased charging availability for the electric bus fleet. The total cost of the mobile charger is \$62,500 funded in CIP #24035.

Attachments:

1. Quote



CHARGER EQUIPMENT

November 19, 2024

Jim Erwin
Public Works Operations Manager
City of Davenport
1200 East 46th St.
Davenport, IA 52801

Dear Jim,

GILLIG is pleased to submit the following pricing for ChargePoint equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with ChargePoint and represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
ChargePoint 62kW Plug-In Charger (Mobile) • CCS-1 Connector • FTA Buy-America Compliant	1	55,300	55,300
<i>Warranty</i>			
ChargePoint CPE250 Assure Extended Warranty 1-Year	1	3,100	3,100
<i>Software</i>			
ChargePoint Network Service Plan 1-Year	1	1,100	1,100
<i>Services & Other</i>			
ChargePoint CPE250 Commissioning Service	1	1,200	1,200
<i>Estimated Freight</i>		1,800	1,800
		Hardware	\$55,300
		Warranty	\$3,100
		Software	\$1,100
		Services & Other	\$1,200
		Freight	\$1,800
		GRAND TOTAL	\$62,500

The availability of charging equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charging equipment.

GILLIG makes no warranty of any kind whatsoever, expressed, or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

Payment to GILLIG is due upon shipment of the equipment described herein.

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

Prepared By: Ryan Zulewski

451 Discovery Drive, Livermore, CA 94551 | www.gillig.com | 510.264.5000

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
12/11/2024

Subject:

Motion approving an increase to the Davenport Municipal Airport aviation fuel surcharge fees.
[Ward 8]

Recommendation:

Pass the Motion

Background:

The aviation fuel surcharge is a fee charged by the Airport for the sale of aviation fuels. The surcharge is charged directly to the customer and is collected by the Airport to offset the costs associated with the dispensing of aviation fuels as well as acting as a revenue stream for the Airport's operating budget. The Davenport Municipal Airport currently charges \$0.08 per gallon for 100LL AvGas and \$0.12 per gallon for Jet A jet fuel. These amounts have remained stable for more than 15 years, but due to increasing airport operating costs, these surcharge fees need to be raised to \$0.13 per gallon and \$0.17 per gallon, respectively. The additional revenue is expected to add between \$12,000 and \$15,000 per year to the Airport's operating budget.

Attachments:

None

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Action / Date

12/11/2024

Subject:

Motion for suspension of the rules to add and vote on the listed item.

City of Davenport

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

Action / Date
12/11/2024

Subject:

Motion awarding a contract for the Modern Woodmen Park | Netting Expansion project to Empire Fence and Netting of Waverly, Nebraska in the amount of \$84,225, CIP #23076. [Ward 3]

Recommendation:

Pass the Motion.

Background:

On December 7, 2022, Major League Baseball (MLB) and U.S. Senator Dick Durbin of Illinois announced a new requirement to have extensive protective netting in place at all Professional Development League (PDL) ballparks. The netting initiative was adopted at the 2022 Winter Meetings after being unanimously approved by the MLB PDL Executive Board. The requirements include the following:

- PDL Clubs are required to install netting from foul pole to foul pole unless the configuration of the ballpark makes such coverage unnecessary.
- The height requirement for the netting from behind home plate to the end of each dugout will be standardized across the PDL system.
- PDL Clubs are to work with their respective facilities to complete installation as soon as practicable but in no event later than 2025 Opening Day.
- Teams will be subject to discipline for non-compliance, including significant fines.

The City was first made aware of the above-mentioned requirement on October 3, 2023 by the River Bandits. This is the same date when the team provided the City with the MLB Facility Audit Report that listed several mandated improvements, such as, but not limited to, the renovation of the playing field and retrofitting the field lighting system. Discussions between the City and River Bandits centered on the Netting Expansion project being an MLB Facility Standard, which, by contract, would require the City to bear the full cost of the project; however, this item is not listed within the MLB Facility Standards which can be found in Attachment D of the Stadium Lease Agreement.

On November 22, 2024, MLB sent a letter to the city stating that other ballparks in the Midwest League either currently meet the new netting standards or are scheduled to be brought into compliance with the new standards by no later than the start of the 2025 PDL championship season. With this new understanding, along with additional conversations between City staff and MLB staff, the City will move forward with the Netting Expansion project as detailed under Section 8a(iii) of the Stadium Lease Agreement.

Section 8a: "During the Term, the City shall furnish or bear the costs of furnishing the following:"

Section 8a(iii): "Such capital improvements as requested in writing, by the Lessee and reasonable and commensurate with other stadiums who primary occupant has a Player Development License (PDL) with MLB at a level similar to that of the Baseball Franchise and the requires of MLB for teams in possession of a valid PDL."

Due to promises made by MLB to Senator Dick Durbin and the MLB PDL Executive Board making it a requirement of PDL holders, the net must be installed before opening day, April 8, 2025. The projected timetable for installation is approximately 9 to 13 weeks from start to finish. To meet this deadline, the City is utilizing Municipal Code 2.12.130 Contracts Exempt from Competitive Bidding, Section N: "The City Council may on a case by case basis, upon the recommendation of the finance director and for good cause shown, exempt contracts for the provision of goods and/or services from the competitive bidding requirements not otherwise exempted by this section." The Finance Director and Corporation Counsel, in accordance with Subsection 2.12.130(N) of the Municipal Code, recommends an exemption of the competitive bidding requirement to ensure the successful implementation of the project before April 8, 2025.

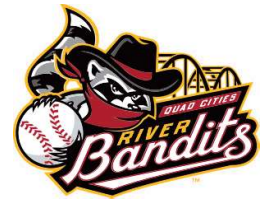
Attachments:

1. Modern Woodmen Park Netting Map

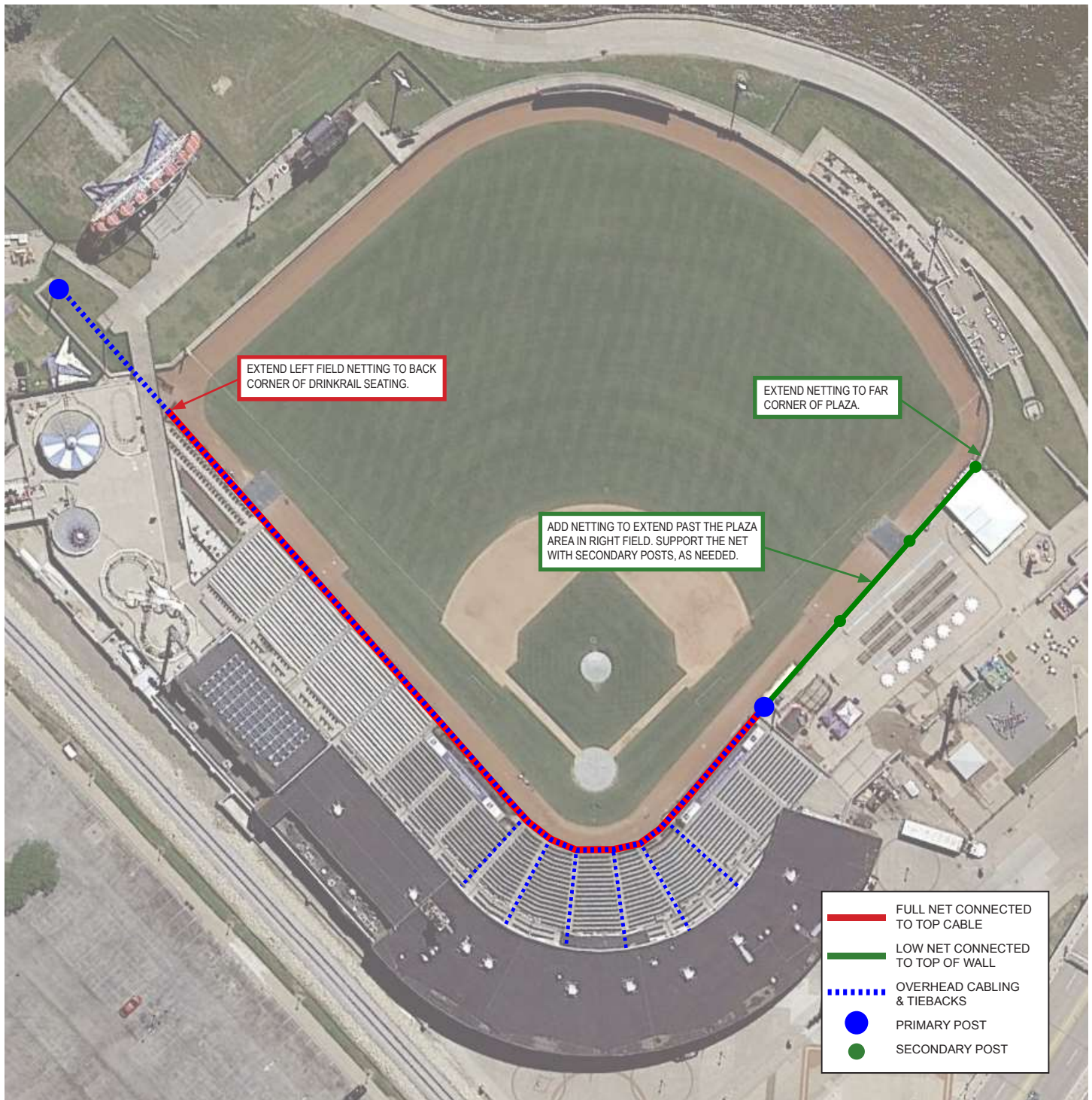
QUAD CITIES RIVER BANDITS

MODERN WOODMEN PARK
209 S GAINES ST, DAVENPORT, IA 52802

DOWN-THE-LINE COMPONENT



PROPOSED NETTING DESIGN



NETTING SUMMARY:

The netting in left field should be extended to the far end of the drinkrail seating and the netting in right field should extend fully to the end of the plaza. Add secondary posts as necessary to extend the net.