COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, August 19, 2020; 5:30 PM

City Hall, 226 W 4th St, Council Chambers

REVISED 8/18/2020

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing on the proposed conveyance of City-owned parcels H0023-33, 1412 W 14th St, to Kerry and Misha Davis, petitioners; and A0060-21, 1619 W Pleasant St, to Brealynn and Donald Dickerson, petitioners. [Ward 4]

B. Public Works

1. Public Hearing on the Resolution of Necessity for the 2020 Alley Resurfacing Program covering the north-south alley between Pershing Ave and Iowa St from E Columbia Ave to E Garfield St. [Ward 5]

C. Finance

1. Public Hearing authorizing the City to convey City-owned parcel W0453-OLD to the owners of 3207 Fieldcrest Dr, the adjacent parcel to the northeast. [Ward 2]
2. Public Hearing authorizing the City to convey City-owned parcel X1101B06B, to the owners of 927 W 60th St, the adjacent parcel to the north. [Ward 8]
3. Public Hearing authorizing the City to convey City-owned parcel F0046-16 to Francisco Brown, petitioner and resident of 817 Farnam St. [Ward 3]
4. Public Hearing authorizing the City to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to Lisa Avila, petitioner and owner of 908 Harrison St. [Ward 3]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

<u>COMMUNITY DEVELOPMENT</u>

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Resolution authorizing the Mayor to execute documents necessary to convey City-owned parcels H0023-33, 1412 W 14th St, to Kerry and Misha Davis, petitioners; and A0060-21, 1619 W Pleasant St, to Brealynn and Donald Dickerson, petitioners. [Ward 4]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ray Ambrose, Chair; Ben Jobgen, Vice Chair

III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding 59th St from Main St to 61st St. [Ward 8]

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

   Timm Dalman; Festival of Praise; LeClaire Park; 8:00 a.m. Friday, September 4, 2020 - 11:30 p.m. Saturday, September 5, 2020; **Closure:** Harrison St and Ripley St south of River Dr. [Ward 3]

   Top-Notch Productions, Inc; Quad City Bank & Trust and QCSO Riverfront Pops; LeClaire Park; 8:00 a.m. Thursday, September 10, 2020 - 3:00 p.m. Sunday, September 13, 2020; **Closure:** Harrison St and Ripley St south of River Dr. [Ward 3]

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

   Off Point Pub; Kevin Soppe Memorial Ride; 2025 Hickory Grove Rd; Sunday, September 6, 2020 6:00 p.m. - 9:00 p.m.; Outdoor music, over 50 dBa. [Ward 4]

   Top-Notch Productions, Inc; Quad City Bank & Trust and QCSO Riverfront Pops; LeClaire Park; Saturday, September 12, 2020 8:00 a.m. - 10:00 p.m.; Outdoor music, over 50 dBa. [Ward 3]

   J&M Displays Inc; Riverfront Pops Fireworks Show; LeClaire Park; Saturday, September 12, 2020 9:00 p.m. - 10:00 p.m.; Fireworks, over 50 dBa. [Ward 3]

   Jacob Harry; Cruise-In for a Cause; Parking lot west of Modern Woodmen Park; Sunday, September 20, 2020 2:00 p.m. - 6:30 p.m.; Outdoor music, over 50 dBa. [Ward 3]

4. Motion approving the petition for an alley light in back of 211 S Pine St. [Ward 3]

5. Motion approving beer and liquor license applications.

   A. New License, new owner, temporary permit, temporary outdoor area, location transfer,

etc (as noted):

Ward 3

Zeke's Island Cafe (Lumpy's Inc) - 225 W 2nd St (Inside Figge) - replacing existing license - Outdoor Area - License Type: C Liquor

Ward 5

Jesses Mart (Guru Nanak Petro Mart Inc) - 412 E Locust St - new owner - License Type: C Beer

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

Ward 7

Hi Ho Mongolian Grill (Hi Ho Mongolian Grill, Inc) - 901 E Kimberly Rd, Ste15 - Outdoor Area - License Type: Beer / Wine

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Matthew Dohrmann, Vice Chair

V. PUBLIC WORKS

1. Third Consideration: Ordinance amending Chapter 16.28.050 entitled "Improvement - Sewers" of the Davenport Municipal Code. By amending section 16.28.060 thereto relating to the City collecting compensation for televising services performed in the process of sanitary sewer acceptance. [All Wards]
2. Second Consideration: Ordinance amending Chapter 15.08.300 of the Davenport Municipal Code entitled "Permits." [All Wards]
3. Second Consideration: Ordinance amending Chapter 15.16 of the Davenport Municipal Code entitled "Electrical Code." [All Wards]
4. First Consideration: Ordinance amending Chapter 13.38.100 entitled "Construction Site Erosion and Sediment Control - Enforcement" of the Davenport Municipal Code to allow City Council to set the schedule of fines by Resolution. [All Wards]
5. Resolution of acceptance for the E 39th St and Forest Rd Intersection Reconstruction project completed by CDMI Concrete Contractors of Port Byron, IL with a final cost of $126,355.20, CIP #35040. [Ward 6]
6. Resolution of acceptance for the rehabilitation of the JM Morris Blvd Pump Station 202 project, CIP #30051. [Ward 1]
7. Resolution of acceptance for the Adler Theatre Floor Replacement project, CIP #69015. [Ward 3]
8. Resolution awarding the contract for the CB&Q Parking Lot Reconstruction project to

Hawkeye Paving Corporation of Davenport & Bettendorf in the amount of $390,188.20, CIP #68012. [Ward 3]

9. Resolution establishing the fee for closed circuit televising of newly constructed sanitary sewers prior to acceptance by the City. [All Wards]
10. Resolution setting the Stormwater Management Maintenance and Repair Agreement Recording fee at $100. [All Wards]
11. Resolution approving Change Order #1 to the 2nd & Marquette Sewer Improvement project with Miller Trucking & Excavating in the amount of $170,000, CIP #30016. [Ward 3]
12. Motion directing staff to hire an engineering firm for the design of the CDBG Replenishment projects, pending environmental approval from HUD. [Wards 3 & 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Patrick Peacock, Vice Chair

VII. FINANCE

1. Third Consideration: Ordinance amending Chapter 15.32 of the Davenport Municipal Code titled "Uniform Fire Code" to adopt the International Code Council's 2015 International Fire Code with amendments. [All Wards]
2. Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel W0453-OLD to the owners of 3207 Fieldcrest Dr, the adjacent parcel to the northeast. [Ward 2]
3. Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel X1101B06B to the owners of 927 W 60th St, the adjacent parcel to the north. [Ward 8]
4. Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel F0046-16 to Francisco Brown, petitioner and resident of 817 Farnam St. [Ward 3]
5. Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to Lisa Avila, petitioner and owner of 908 Harrison St. [Ward 3]
6. Resolution accepting the 2020-2021 (year one of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of $498,783 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]
7. Resolution establishing the date and time for trick-or-treat for Saturday, October 31, 2020 4:30 p.m. - 7:00 p.m. [All Wards]
8. Resolution authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief

Fund. [All Wards]

TO BE VOTED ON LATER ON THE AGENDA

9. Resolution approving three assistance programs through the State COVID (CDBG-CV) application process to assist with the impact of the pandemic on Davenport residents (City of Davenport, petitioner). [All Wards]
10. Resolution approving the Small Business Resiliency Project with CDBG CARES Act funding to provide financial relief to assist small businesses as a result of the COVID-19 pandemic (City of Davenport, petitioner). [All Wards]
11. Motion authorizing payment to Visit Quad Cities for FY21 tourism/marketing services in the amount not-to-exceed $375,000. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Bolton & Menk Inc - Blackhawk Creek stabilization design - Amount: $12,495.50
2. Studio 483 Architecture LLC - Public Works lobby design (first payment) - Amount: $13,197
3. Thompson Electronics - security cameras and recording equipment for City facilities - Amount: $21,000
4. Iowa Kenworth Inc - transit engine 3506 - Amount: $30,738.67
5. Ed M Fled Equipment Co Inc - vehicle extrication rescue equipment for Fire - Amount: $46,646.25

X. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the item below.
2. Resolution authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund. [All Wards]

XI. 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 cannot take action on any complaint or suggestions tonight, and cannot respond to any allegations at this time.

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

XII. Reports of City Officials

XIII. Adjourn

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **8/26/2020**
Contact Info: Bruce Berger 563-326-7769
Wards:

Subject:
Public Hearing on the proposed conveyance of City-owned parcels H0023-33, 1412 W 14th St, to Kerry and Misha Davis, petitioners; and A0060-21, 1619 W Pleasant St, to Brealynn and Donald Dickerson, petitioners. [Ward 4]

Recommendation:
Hold the Hearing.

Background:
As part of the Urban Homestead Program funded with a variety of Federal housing grants, the City has acquired and rehabilitated two single family homes with the intention of selling them to income eligible households in Davenport. This program, which has been approved by City Council as part of the City's CDBG Five Year Comprehensive and One Year Annual Plans, enables vacant properties to be returned to the tax rolls and improves the look and feel of neighborhoods while providing eligible working households with affordable home ownership opportunities.

The respective petitioners have applied for and been approved as federally eligible to acquire these properties from the City. City staff solicited appraisals for the properties and they are being sold for $138,700 and $140,000 respectively.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	8/13/2020 - 12:57 PM

(Published on August 11, 2020 in the Quad City Times)

NOTICE OF A PUBLIC HEARING ON A RESOLUTION REGARDING THE CONVEYANCE OF URBAN HOMESTEAD PROPERTIES OWNED BY THE CITY TO INDIVIDUAL HOMEBUYERS (PETITIONERS AND HOUSE LOCATIONS LISTED) AS FOLLOWS:

1412 West 14th Street, Davenport, Iowa to Kerry and Misha Davis
1619 West Pleasant, Davenport, Iowa to Brealynn and Misha Dickerson

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION proposing to convey the above properties owned by the City of Davenport to the proposed Petitioners (Homebuyers). The properties have the following legal description.

Parcel H0023-33, 1412 West 14th Street, The West 35 feet of Lot 17 and the East 10 feet of Lot 16 in Block 9 of Sturdevant's Second Addition to the City of Davenport, Iowa

Parcel A0060-21, 1619 West Pleasant Street, The West 50 feet of Lot 11, in Block 1, in G.C.R. Mitchell's Fourth Addition to the City of Davenport, Iowa

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 19th of August, 2020 , commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing, interested persons may appear and be heard for or against said Resolution. PO

City of Davenport
Bruce Berger
563-326-7769

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **8/19/2020**
Contact Info: Brian Schadt 563-326-7923
Wards:

Subject:
Public Hearing on the Resolution of Necessity for the 2020 Alley Resurfacing Program covering the north-south alley between Pershing Ave and Iowa St from E Columbia Ave to E Garfield St. [Ward 5]

Recommendation:
Hold the Hearing.

Background:
This program involves the resurfacing of one alley with Hot Mix Asphalt (HMA). This is an assessment program where 50% of the total cost to reconstruct or resurface the alley is paid for by the City and the other 50% is paid for by the abutting property owners based on the size of their abutment. The resident requesting to have their alley reconstructed or resurfaced would have to obtain the necessary signatures on a petition prepared by the City with over 50% of the owner-occupied property abutting the alley.

The City has received a petition for the east-west alley between Pershing Ave and Iowa St from E Columbia Ave to E Garfield St. The estimated cost of these improvements is $80,000 with a budgeted amount of $80,000. This Resolution is a continuation of the assessment process.

The alley assessment schedule is attached.

ATTACHMENTS:

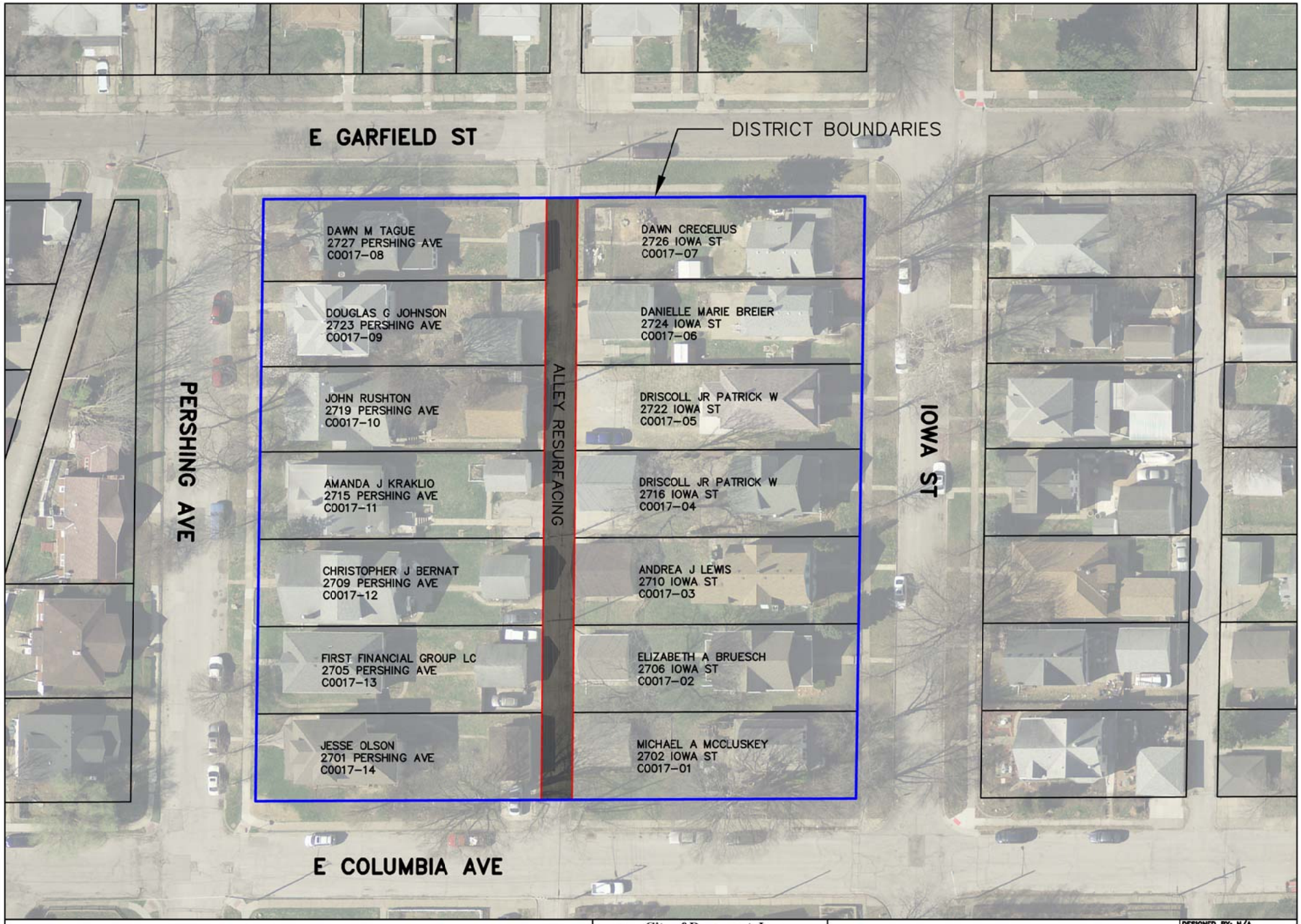
	Type	Description
🗋	Backup Material	Assessment Schedule
🗋	Backup Material	Prelim Plat

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:58 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:58 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 11:09 AM

Alley Resurfacing Schedule- Alley Between Pershing Ave and Iowa St.

Parcel	Address	Deed1_Name	Deed 1 Address	Deed1 City, State Zip	Assessed Value	Property Value Limit	Parcel Area (SF)	Assessed Area (SF)	Assessment Amount	Deficiency
C0017-01	2702 IOWA ST	MICHAEL A MCCLUSKEY	2702 IOWA ST	DAVENPORT IA 52803	$ 91,100.00	$ 22,775.00	1,348	1,348	$ 2,968.49	$ -
C0017-02	2706 IOWA ST	ELIZABETH A BRUESCH	2706 IOWA ST	DAVENPORT IA 52803-1831	$ 98,730.00	$ 24,682.50	928	928	$ 2,968.49	$ -
C0017-03	2710 IOWA ST	ANDREA J LEWIS	2710 IOWA ST	DAVENPORT IA 52803	$ 181,820.00	$ 45,455.00	2,446	2,446	$ 2,968.49	$ -
C0017-04	2716 IOWA ST	DRISCOLL JR PATRICK W	2716 IOWA ST	DAVENPORT IA 52803	$ 87,140.00	$ 21,785.00	1,163	1,163	$ 2,968.49	$ -
C0017-05	2722 IOWA ST	DRISCOLL JR PATRICK W	2716 IOWA ST	DAVENPORT IA 52803	$ 88,190.00	$ 22,047.50	963	963	$ 2,897.81	$ -
C0017-06	2724 IOWA ST	DANIELLE MARIE BREIER	2724 IOWA ST	DAVENPORT IA 52803-1831	$ 133,990.00	$ 33,497.50	1,320	1,320	$ 2,897.81	$ -
C0017-07	2726 IOWA ST	DAWN CRECELIUS	2726 IOWA ST	DAVENPORT IA 52803	$ 71,650.00	$ 17,912.50	1,073	1,073	$ 2,855.40	$ -
C0017-08	2727 PERSHING AV	DAWN M TAGUE	2727 PERSHING AV	DAVENPORT IA 52803	$ 117,410.00	$ 29,352.50	1,427	1,427	$ 2,855.40	$ -
C0017-09	2723 PERSHING AVE	DOUGLAS G JOHNSON	2723 PERSHING AVE	DAVENPORT IA 52803-1838	$ 140,920.00	$ 35,230.00	1,808	1,808	$ 2,897.81	$ -
C0017-10	2719 PERSHING AV	JOHN RUSHTON	2719 PERSHING AV	DAVENPORT IA 52803	$ 110,950.00	$ 27,737.50	1,708	1,708	$ 2,897.81	$ -
C0017-11	2715 PERSHING AV	AMANDA J KRAKLIO	2715 PERSHING AVE	DAVENPORT IA 52803-1838	$ 80,810.00	$ 20,202.50	1,098	1,098	$ 2,968.49	$ -
C0017-12	2709 PERSHING AV	CHRISTOPHER J BERNAT	2709 PERSHING AV	DAVENPORT IA 52803-1838	$ 144,310.00	$ 36,077.50	2,177	2,177	$ 2,968.49	$ -
C0017-13	2705 PERSHING AV	FIRST FINANCIAL GROUP LC	1987 SPRUCE HILLS DR	BETTENDORF IA 52722	$ 72,090.00	$ 18,022.50	862	862	$ 2,968.49	$ -
C0017-14	2701 PERSHING AV	JESSE OLSON	2701 PERSHING AV	DAVENPORT IA 52803-1838	$ 158,660.00	$ 39,665.00	2,579	2,579	$ 2,968.49	$ -



City of Davenport, Iowa
Engineering Division
1200 E. 46th Street Davenport, Iowa 52807
(563) 326-7729 Fax (563) 327-5182

FY 2020 ALLEY RESURFACING PROGRAM, PART 2

DESIGNED BY: N/A
DRAWN BY: NHK
CHECKED BY: N/A
DWG.FILE:
SCALE: 1"=60'

SCOTT COUNTY	PROJECT NUMBER	PLAT	STATE	FHWA REGION	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
			IOWA	7	FY	1	1

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/19/2020

Subject:
Public Hearing authorizing the City to convey City-owned parcel W0453-OLD to the owners of 3207 Fieldcrest Dr, the adjacent parcel to the northeast. [Ward 2]

Recommendation:
Hold the Hearing.

Background:
Adam Holdt contacted the city asking to purchase W0453-OLD (outlot D of Olympia Fields 11th Addition). See Exhibit A. Scott County Quit Claimed the parcel to the City in 2013. The parcel is not buildable and not necessary for City operations. Mr. Holdt has been maintaining the parcel for the past 12 years believing it was his property. He recently found out that was not the case and is offering to purchase the 1,950 square foot triangular parcel for $20.

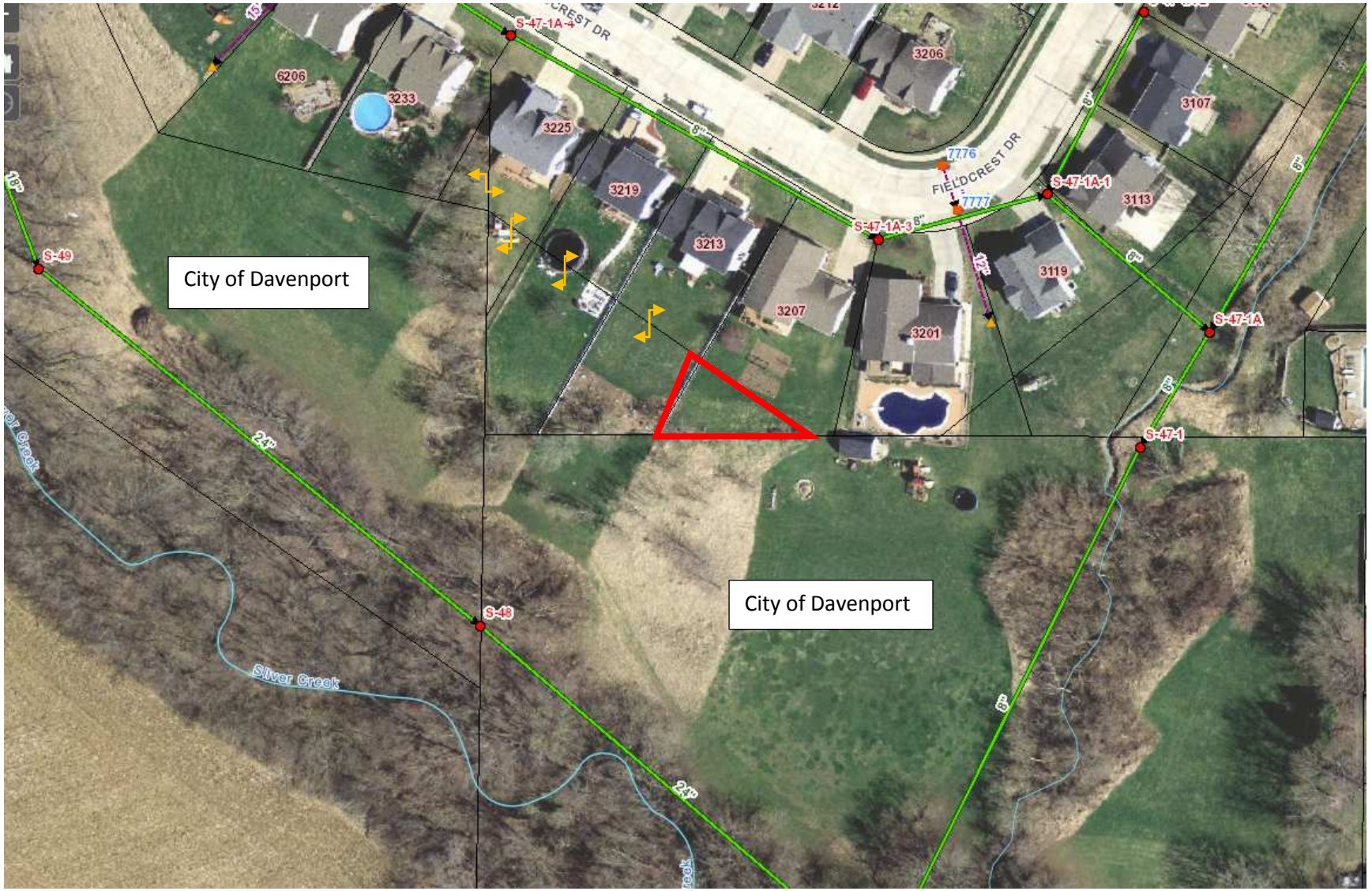
ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Exhibit A Aerial
🗋	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:43 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:43 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:54 AM

Exhibit A



Outlined is Parcel W0453-OLD 1,950 sq. ft.

NOTICE OF A PUBLIC HEARING AUTHORIZING THE CITY TO CONVEYANCE OF A CITY PARCEL TO THE ADJACENT PROPERTY OWNER.

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION authorizing the City to convey a city owned parcel W0453-OLD, to the owners of 3207 Fieldcrest Drive the adjacent parcel to the northeast. The property is described as follows:

> Outlot D in Olympia Fields 11th Addition to the City of Davenport, Scott County, Iowa. Parcel W0453-OLD

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 19th day of August, 2020, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing; interested persons may appear and be heard for or against said Resolution.

Brian J Krup
Deputy City Clerk

Davenport, Iowa
August 14th, 2020

Publish once August 14th, 2020
QUAD-CITY TIMES

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/19/2020

Subject:
Public Hearing authorizing the City to convey City-owned parcel X1101B06B, to the owners of 927 W 60th St, the adjacent parcel to the north. [Ward 8]

Recommendation:
Hold the Hearing.

Background:
The Oak Brook 7th Addition Subdivision Plat identifies the land in question as a utility easement and not a separate parcel. Scott County shows the land as a separate parcel owned by the City of Davenport, identified with its own parcel number. The parcel is encumbered 100% by a utility easement. The owners of 927 W 60th St have expressed a willingness to accept ownership of the City parcel. It is in the City's best interest to convey this parcel to the owners of 927 W 60th St with the utility easement remaining in place. The owner of 5821 Vine Street, the adjacent parcel to the south, declined to take ownership.

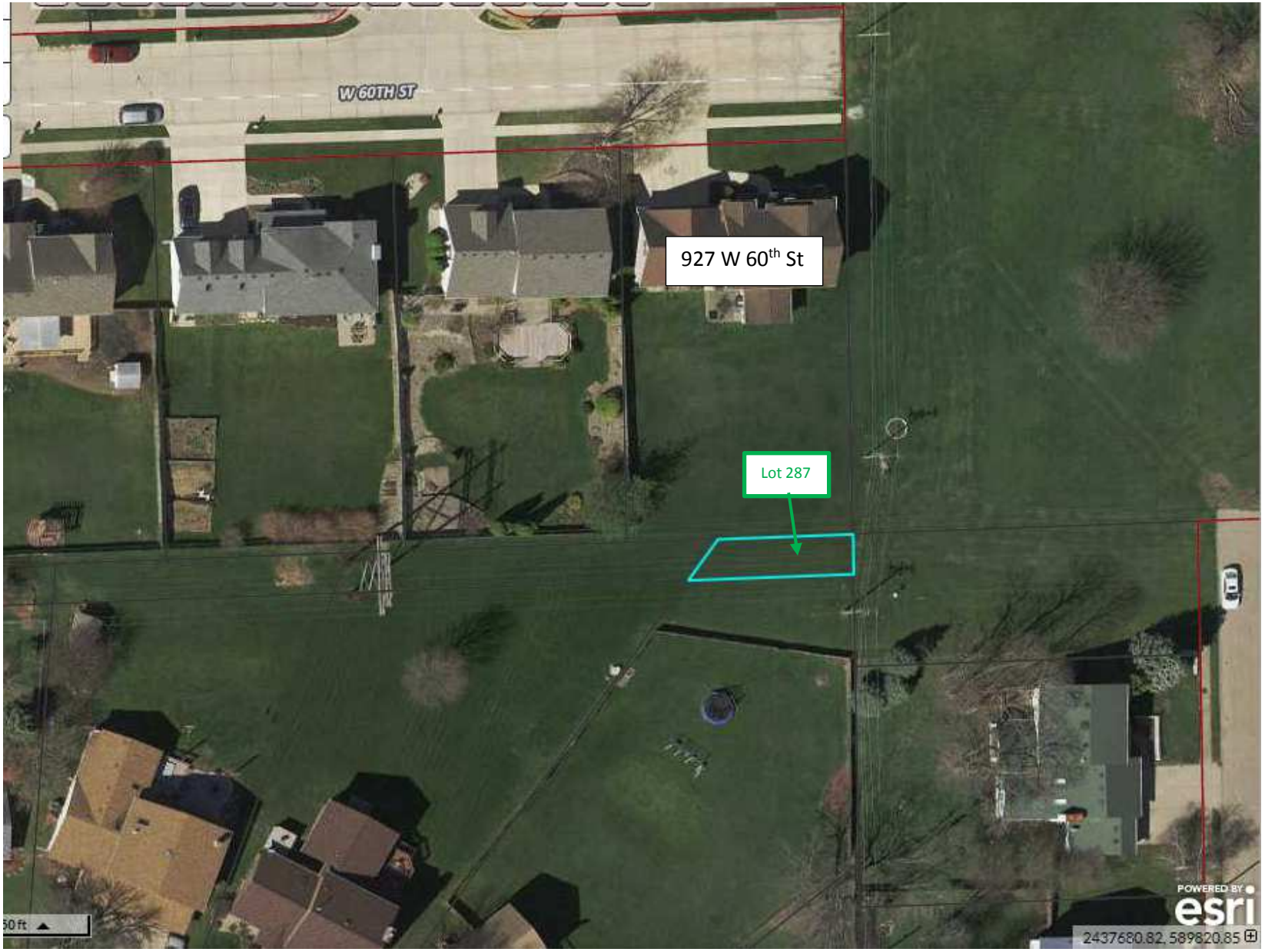
ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Exhibit A Aerial
🗋	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:44 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:45 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:54 AM

EXHIBIT A



Outlined is Parcel X1101B06B 832 sq. ft.

NOTICE OF A PUBLIC HEARING AUTHORIZING THE CITY TO CONVEYANCE OF A CITY PARCEL TO THE ADJACENT PROPERTY OWNER.

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION authorizing the City to convey a city owned parcel X1101B06B, to the owners of the adjacent a parcel. The property is described as follows:

> The North 15 feet of Lot 287 of Oak Brook 7th Addition to the City of Davenport, Scott County, Iowa subject to all easements.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 19th day of August, 2020, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing; interested persons may appear and be heard for or against said Resolution.

Brian J Krup
Deputy City Clerk

Davenport, Iowa
August 14th, 2020

Publish once August 14th, 2020
QUAD-CITY TIMES

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/19/2020

Subject:
Public Hearing authorizing the City to convey City-owned parcel F0046-16 to Francisco Brown, petitioner and resident of 817 Farnam St. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
Mr. Francisco Brown, resident of 817 Farnam St, is petitioning the City of Davenport to convey City-owned parcel F0046-16, adjacent on the north side of 817 Farnam St, to him for $50.00. This parcel is developable but holds no value for the operations of the City. The sloped parcel is approximately 12,047 square feet. For the past 10 years Mr. Brown has provided supplemental maintenance (lawn mowing and snow removal) in addition to the City's contractors. A letter was sent June 26, 2020 to Adelaide L Priester Milford, the owner of 817 Farnam, the property adjacent to the south of City parcel F0046-16, asking if she is interested in purchasing the property. On July 20, 2020, staff received an email from Steve and Heidi Milford stating they are not interested and have no objection to Francisco Brown purchasing the parcel.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Exhibit A Aerial
🗋	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:40 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:40 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:55 AM

EXHIBIT A



Outlined is Parcel F0046-16 12,047 sq. ft.

NOTICE OF A PUBLIC HEARING REGARDING THE CONVEYANCE OF CITY OWNED PARCEL F0046-16, adjacent on the north side of 817 Farnam Street to Francisco Brown, resident of 817 Farnam Street.

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION authorizing the Mayor and City Clerk, to execute the necessary documents to convey city owned parcel F0046-16, adjacent on the north side of 817 Farnam Street to Francisco Brown, resident of 817 Farnam Street. The property is described as follows:

> Lot 6, except the south 150 feet thereof in Block 144 of LeClaire's 12th Addition to the City of Davenport, Scott County, Iowa.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 19th day of August, 2020, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing; interested persons may appear and be heard for or against said Resolution.

Brian J. Krup
Deputy City Clerk

Davenport, Iowa
August 14th, 2020

Publish once August 14th, 2020
QUAD-CITY TIMES

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/19/2020

Subject:
Public Hearing authorizing the City to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to Lisa Avila, petitioner and owner of 908 Harrison St. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
Mrs. Lisa Avila, owner of 908 Harrison is petitioning the City of Davenport to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to her for $1.00. This parcel is developable but holds no value for the operations of the City. The parcel is approximately 5,280 square feet.

A letter was sent June 29, 2020, to Ronald E. Perry, owner of 902 Harrison which is adjacent to the east of City-owned parcel G0038-36B, asking if he is interested in all or a portion of G0038-36B. As of July 28, 2020, no other interest in this particular parcel has been received.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Exhibit A Aerial
🗋	Cover Memo	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:41 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:42 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:55 AM

EXHIBIT A



Outlined is Parcel G0038-36B 5,280 sq. ft.

NOTICE OF A PUBLIC HEARING REGARDING THE CONVEYANCE OF CITY OWNED PARCEL G0038-36B, on the north side of the 300 Block of W. 9th Street to Lisa Avila, owner of 908 Harrison St.

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION authorizing the Mayor and City Clerk, to execute the necessary documents to convey city owned parcel G0038-36B, on the north side of the 300 Block of W. 9th Street to Lisa Avila, owner of 908 Harrison St. The property is described as follows:

> Part of the NW ¼ of the SE ¼ of Section 26, Township 78 North, Range 3 East of the 5th P.M. to the City of Davenport, Scott County, Iowa, being more particularly described as follows: the West 88 feet of Lot 1 of Block 3 of Joseph Motie's Addition to the City of Davenport, Scott County, Iowa.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 19th day of August, 2020, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing; interested persons may appear and be heard for or against said Resolution.

Brian J. Krup
Deputy City Clerk

Davenport, Iowa
August 14th, 2020

Publish once August 14th, 2020
QUAD-CITY TIMES

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **8/26/2020**
Contact Info: Bruce Berger 563-326-7769
Wards:

Subject:
Resolution authorizing the Mayor to execute documents necessary to convey City-owned parcels H0023-33, 1412 W 14th St, to Kerry and Misha Davis, petitioners; and A0060-21, 1619 W Pleasant St, to Brealynn and Donald Dickerson, petitioners. [Ward 4]

Recommendation:
Adopt the Resolution.

Background:
As part of the Urban Homestead Program funded with a variety of Federal housing grants, the City has acquired and rehabilitated two single family homes with the intention of selling them to income eligible households in Davenport. This program, which has been approved by City Council as part of the City's CDBG Five Year Comprehensive and One Year Annual Plans, enables vacant properties to be returned to the tax rolls and improves the look and feel of neighborhoods while providing eligible working households with affordable homeownership opportunities.

The respective petitioners have applied for and been approved as federally eligible to acquire these properties from the City. City staff solicited appraisals for the properties and they are being sold for $138,700 and $140,000 respectively.

Approval of this Resolution will authorize the Mayor and staff to execute closing documents and convey the properties to the respective petitioners.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	8/13/2020 - 12:58 PM

Resolution No. _____

Resolution offered by Ald. Gripp

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute documents necessary to convey the following properties:

[Ward 4] Parcel H0023-33, 1412 West 14th Street, to Kerry and Misha Davis (Petitioners) with the legal description of the West 35 feet of Lot 17 and the East 10 feet of Lot 16 in Block 9 of Sturdevant's Second Addition to the City of Davenport, Iowa

[Ward 4] Parcel A0060-21, 1619 West Pleasant, to Brealynn and Donald Dickerson (Petitioners) with the legal description of the West 50 feet of Lot 11, in Block 1, in G.C.R. Mitchell's Fourth Addition to the City of Davenport, Iowa

WHEREAS, the City has operated the Urban Homestead Program since the 1980s to acquire typically abandoned or vacant houses, rehabilitate them with Federal funding, and to quit claim deed the property to income qualifying working homebuyers; and

WHEREAS, this program helps revitalize and stabilize neighborhoods, often increasing homeownership and encouraging reinvestment; and

WHEREAS, the two properties referenced are the latest homes that have been completed via the Urban Homestead Program; and

WHEREAS, the petitioners have applied for the program, met all of the requirements, and were selected to acquire the respective homes; and

WHEREAS, per State requirements, notification of a public hearing was published and the public hearing was held on August 19, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City Council does hereby approve the conveyance of the above properties and authorize the Mayor and staff to execute documents necessary to accomplish the transfer.

Attest: Approved:

_____ _____

Brian Krup, Deputy City Clerk Mike Matson, Mayor

City of Davenport

Agenda Group: **Action / Date**
Department: Public Safety **8/26/2020**
Contact Info: Gary Statz 563-326-7754
Wards:

Subject:
Third Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled “7-Ton Truck Restrictions” by adding 59th St from Main St to 61st St. [Ward 8]

Recommendation:
Adopt the Ordinance.

Background:
The 7-ton designation is typically used on streets that can’t handle heavy traffic or shouldn’t be used as a cut-through to avoid a nearby collector or arterial street. W 59th Street itself can accommodate truck traffic but it is a gateway into the residential area so no trucks should go west of Main Street where residential zoning begins. The streets within the neighborhood are narrow and not meant to carry heavy traffic. There are also signs prohibiting trucks on 61st St west of the frontage road and on 65th St west of the frontage road that leads to 76th St. With this Ordinance, the only trucks allowed in the residential area are ones that have business to be there, such as moving and delivery trucks. The City will install an advance warning sign on 59th at the frontage road and another at Main St.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	PS_ORD_59th St 7-Ton Truck

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/9/2020 - 11:00 AM
Public Works Committee	Lechvar, Gina	Approved	7/9/2020 - 11:00 AM
City Clerk	Admin, Default	Approved	7/9/2020 - 11:22 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XIII 7-TON TRUCK RESTRICTIONS THERETO BY ADDING 59TH ST FROM MAIN ST TO 61ST ST.

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

Section 1. That Schedule XIII 7-Ton Truck Restrictions of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

59th St from Main St to 61st St.

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

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

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* _____

Attest:

_____
Brian Krup
Deputy City Clerk

_____
Mike Matson
Mayor

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **8/26/2020**
Contact Info: Brian Krup 563-326-6163
Wards:

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

Timm Dalman; Festival of Praise; LeClaire Park; 8:00 a.m. Friday, September 4, 2020 - 11:30 p.m. Saturday, September 5, 2020; **Closure:** Harrison St and Ripley St south of River Dr. [Ward 3]

Top-Notch Productions, Inc; Quad City Bank & Trust and QCSO Riverfront Pops; LeClaire Park; 8:00 a.m. Thursday, September 10, 2020 - 3:00 p.m. Sunday, September 13, 2020; **Closure:** Harrison St and Ripley St south of River Dr. [Ward 3]

Recommendation:
Adopt the Resolution.

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

Restoration of the railroad crossing at Ripley St will still be occurring, but was included for approval in case work is completed early as both events requested it on their application.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Festival of Praise Bandshell Layout
🗋	Backup Material	Festival of Praise Park Layout
🗋	Backup Material	QCSO Riverfront Pops Park Layout

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	8/13/2020 - 4:18 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

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

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City, through its Special Events Policy, has accepted the following applications to hold outdoor events on the following dates; and

WHEREAS, upon review of the applications it has been determined that the streets, lanes, or public grounds on the dates and times listed below will need to be closed.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs staff to proceed with the temporary closure of the following streets, lanes, or public grounds on the following dates and times:

Timm Dalman; Praise on the River; LeClaire Park; 8:00 a.m. Friday, September 4, 2020 - 11:30 p.m. Saturday, September 5, 2020; ***Closure:*** *Harrison St and Ripley St south of River Dr. [Ward 3]*

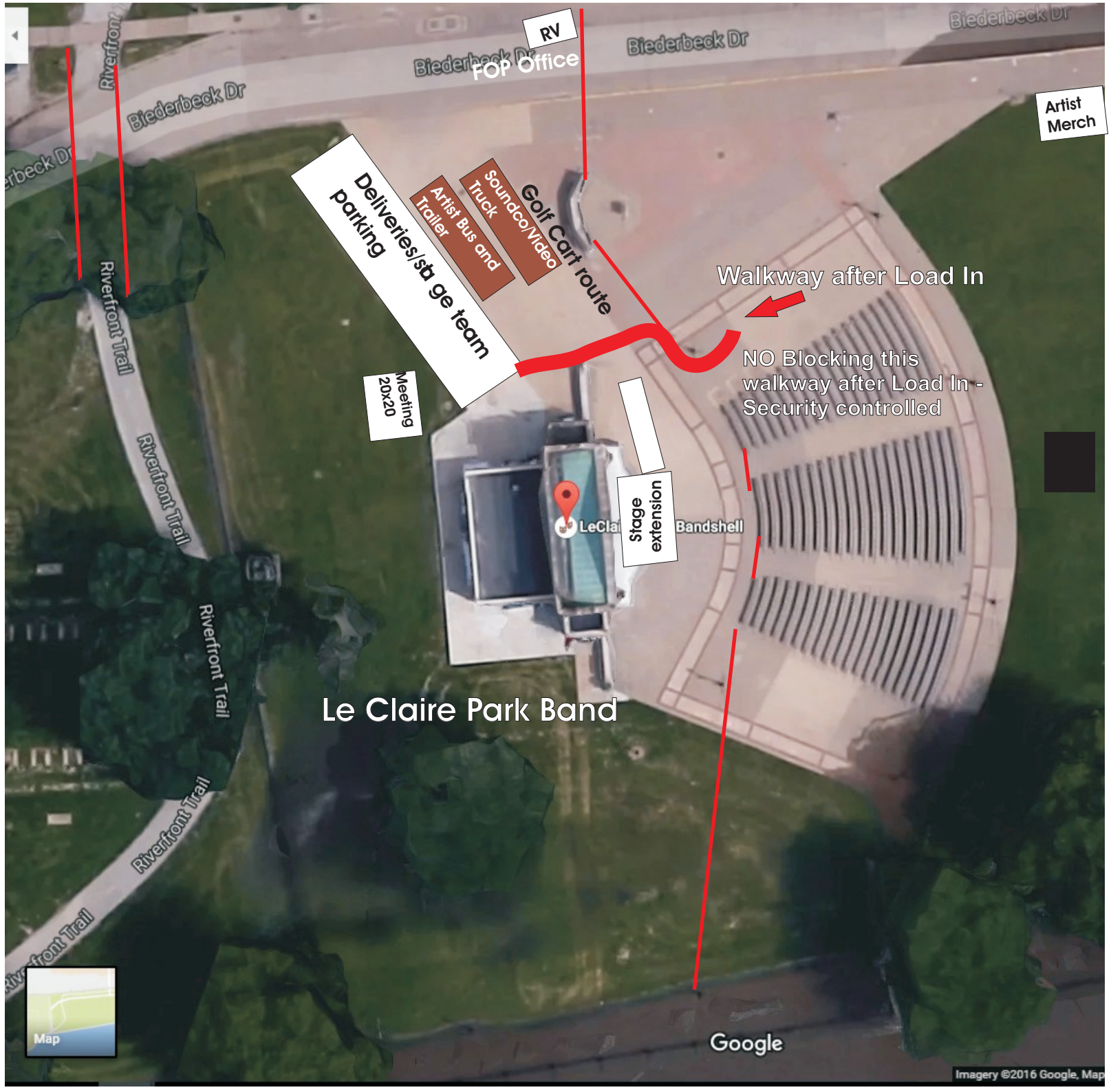
Top-Notch Productions, Inc; Quad City Bank & Trust and QCSO Riverfront Pops; LeClaire Park; 8:00 a.m. Thursday, September 10, 2020 - 3:00 p.m. Sunday, September 13, 2020; ***Closure:*** *Harrison St and Ripley St south of River Dr. [Ward 3]*

Approved:

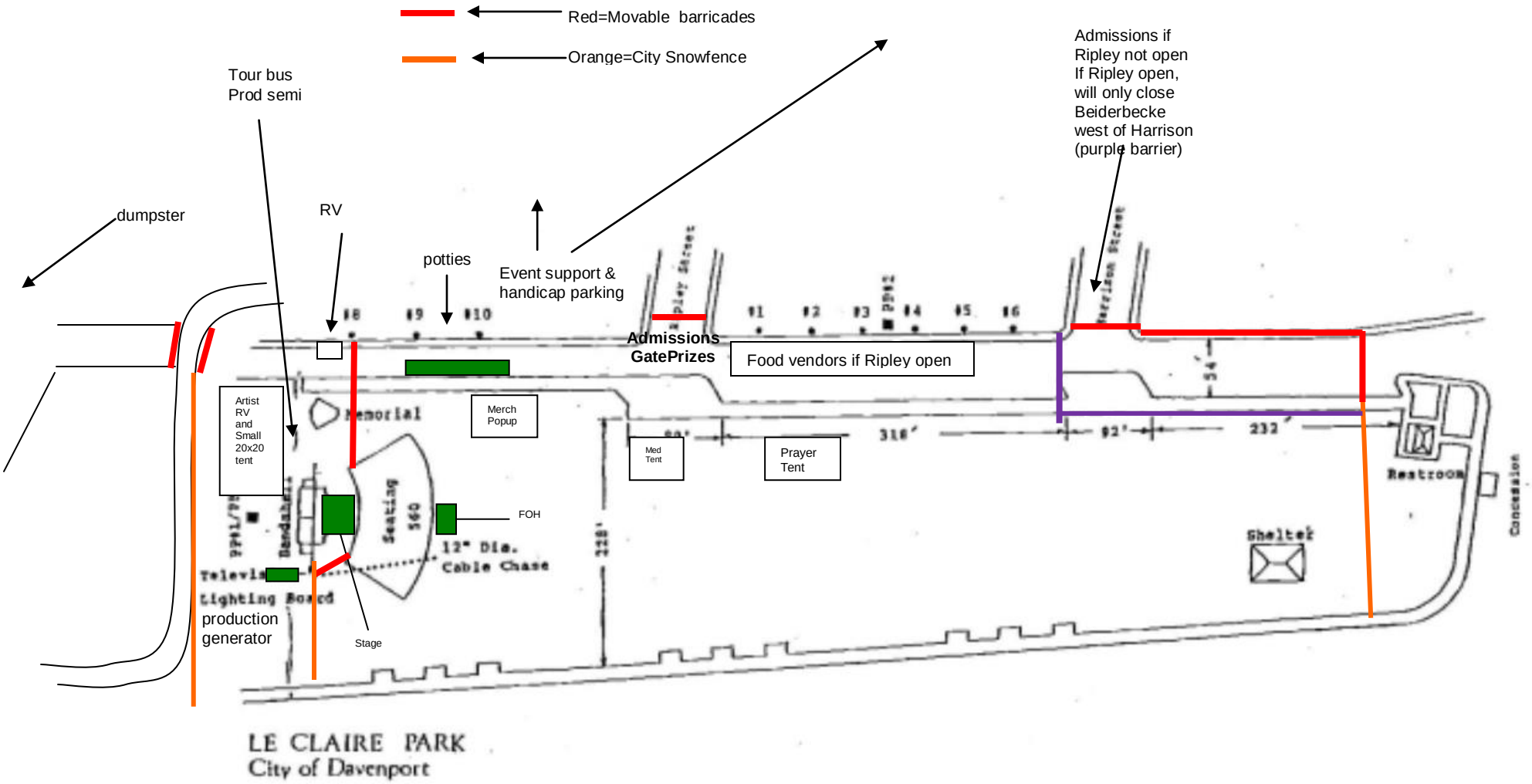
_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk


RV
FOP Office
Biederbeck Dr
Biederbeck Dr
Biederbeck Dr
Artist Merch
Deliveries/stage team parking
Artist Bus and Trailer
Soundco/Video Truck
Golf Cart route
Walkway after Load In
NO Blocking this walkway after Load In - Security controlled
Meeting 20x20
Stage extension
Bandshell
Riverfront Trail
Riverfront Trail
Riverfront Trail
Riverfront Trail
Le Claire Park Band
Map
Google
Imagery ©2016 Google, Map

2020 Festival of Praise Set Up





Fixed seating:

Audience R/L sections;
1/2 - 9 seats
3/4 - 10 seats
5/6 - 11 seats
7/8 - 12 seats
9/10 - 13 seats
11/12 - 14 seats
13/14 - 15 seats
15/16 - 16 seats
17/18 - 17 seats
19/20 - 13 seats

Fixed seating:

Audience R/L sections;
1/2/3 - 13 seats
4 - 14 seats
5/6 - 15 seats
7 - 16 seats
8/9 - 17 seats
10 - 18 seats
11/12 - 19 seats
13 - 20 seats
14/15 - 21 seats
16- 22 seats
17 - 23 seats
18 - split 11 / 8

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **8/26/2020**
Contact Info: Brian Krup 563-326-6163
Wards:

Subject:
Motion approving noise variance requests for various events on the listed dates and times.

Off Point Pub; Kevin Soppe Memorial Ride; 2025 Hickory Grove Rd; Sunday, September 6, 2020 6:00 p.m. - 9:00 p.m.; Outdoor music, over 50 dBa. [Ward 4]

Top-Notch Productions, Inc; Quad City Bank & Trust and QCSO Riverfront Pops; LeClaire Park; Saturday, September 12, 2020 8:00 a.m. - 10:00 p.m.; Outdoor music, over 50 dBa. [Ward 3]

J&M Displays Inc; Riverfront Pops Fireworks Show; LeClaire Park; Saturday, September 12, 2020 9:00 p.m. - 10:00 p.m.; Fireworks, over 50 dBa. [Ward 3]

Jacob Harry; Cruise-In for a Cause; Parking lot west of Modern Woodmen Park; Sunday, September 20, 2020 2:00 p.m. - 6:30 p.m.; Outdoor music, over 50 dBa. [Ward 3]

Recommendation:
Pass the Motion.

Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Kevin Soppe Memorial Ride Noise Variance Petition
🗋	Backup Material	Kevin Soppe Memorial Ride Application
🗋	Backup Material	Riverfront Pops Application
🗋	Backup Material	Riverfront Pops Fireworks Map
🗋	Backup Material	Riverfront Pops Fireworks Application
🗋	Backup Material	Cruise-in for a Cause Application

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	8/13/2020 - 4:18 PM

Off Point Pub
Brenda Mclain
309-631-8911

July 22, 2020

Dear Neighbor,

My name is Brenda, I am the owner of Off Point Pub located at 2025 Hickory Grove Rd. On September 6th we are hosting a memorial ride for a friend of ours that passed away this year due to Co2 poisoning. During this event we will be having an acoustic one person show that we will be outside from 6 PM to 9 PM on our patio. The speakers will be faced towards our building and Hickory Grove to ensure the volume does not bother our neighbors. Staying neighborly is our main concern!

Riders will start showing up at 11 AM and will leave around Noon. We expect them to return about 5 PM and the event to be over close to 10 PM. We will have La Duena Taco Truck starting at 5 and we also have volunteers to continually clean up.

During this event we will be educating people on the signs and dangers of Co2 Poisoning. Please feel free to come over. If you have any questions or concerns, please feel free to email me at offpointpub@gmail.com.

Thank you so very much,

Brenda

Anna M Brown 1821 High St
M L 2036 Davie St
2022 Davie St
1823 W High St
Eric Lussey 2026 Davie St

July 22, 2020

Dear Neighbor,

My name is Brenda, I am the owner of Off Point Pub located at 2025 Hickory Grove Rd. On September 6th we are hosting a memorial ride for a friend of ours that passed away this year due to Co2 poisoning. During this event we will be having an acoustic one person show that we will be outside from 6 PM to 9 PM on our patio. The speakers will be faced towards our building and Hickory Grove to ensure the volume does not bother our neighbors. Staying neighborly is our main concern!

Riders will start showing up at 11 AM and will leave around Noon. We expect them to return about 5 PM and the event to be over close to 10 PM. We will have La Duena Taco Truck starting at 5 and we also have volunteers to continually clean up.

During this event we will be educating people on the signs and dangers of Co2 Poisoning. Please feel free to come over. If you have any questions or concerns, please feel free to email me at offpointpub@gmail.com.

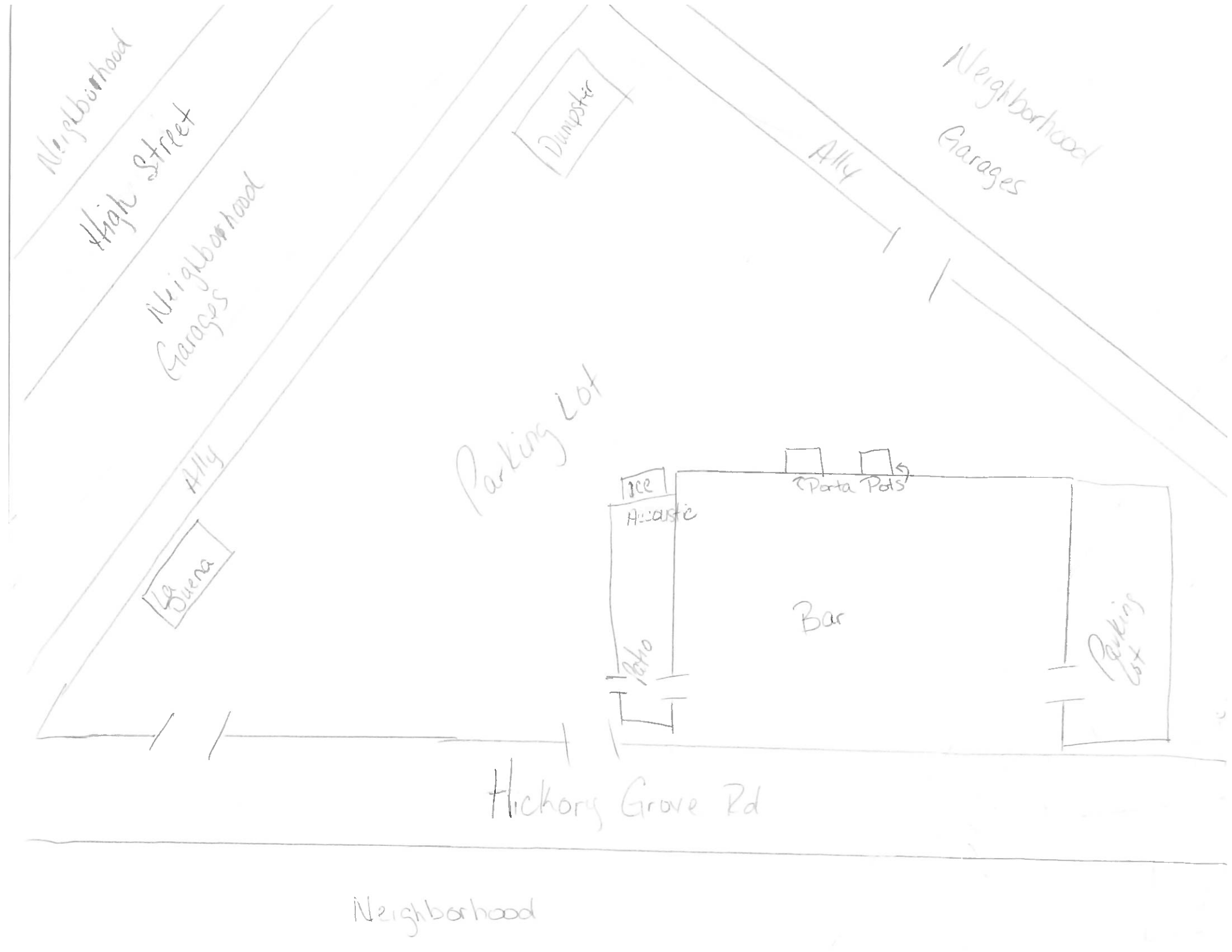
Thank you so very much,

Brenda

Drop off Notice

High st
1837

Davit st
2032
2028
2016
2010


Neighborhood
High Street
Neighborhood
Garages
Alley
Buena
Parking Lot
Dumpster
Alley
Neighborhood
Garages
Ice
Acoustic
Porta Pots
Bar
Patio
Parking Lot
Hickory Grove Rd
Neighborhood

Event details (Edit (application_main_staff_edit.php?aid=790&edit_from=3))

Event Name

Kevin Soppe Memorial Ride

Event Purpose

We lost a friend and we are organizing a poker run in honor of him. The event will start and finish at 2025 Hickory Grove Rd. We will also be educating people on the danger and signs of Co2 poisoning.

Setup Info

We will begin to set up the area at 9 AM which will include cones to block off the parking lot, garbage and recycling cans placed out, and the ice trailer will arrive. The porta pots will be set up at the same time. La Duena will be there at 4:30 PM to set up their food truck.

Cleanup Info

I have volunteers to assist with continual cleanup and also at the end of the event. I have a garbage dumpster on site. Porta Pots will be removed on Sept 7th along with the ice trailer.

Security Info

I have volunteers that will be watching the area. I have 2 people that are designated to insure everyone is of legal age and wrist bands will be used during this event. This is a memorial ride and will be attended by family and friends.

Number of Tents

0

Will your event have vendors?

no

Will your event have fireworks?

no

Will your event have alcohol sales?

yes

Will event Utilize ANY park space?

no

Event Website?

none

Date Submitted

Tuesday, July 21st 2020

Date Accepted

2020-07-30 08:54:54

Event Type

General

Is the event located in the downtown area

No

Site Location

2025 Hickory Grove Rd

Street Closure Info

None

Projected Attendees

75

Will your event have music?

yes

Will your event have food sales?

yes

Will your event have sanitary facilities?

yes - number of facilities: 2

Additional Comments

This is an Memorial Event in honor of our friend, also it is an opportunity to educate people on the signs and dangers of Co2 poisoning.

Date/Time details (Edit (application_dt_staff_edit.php?aid=790&edit_from=3))

Sunday, September 6th 2020

Setup Time:	9:00 AM - 10:30 AM
Event Time:	11:00 AM - 10:00 PM
Cleanup Time:	8:00 PM - 11:00 PM

User file attachment details (Edit (application_upload_staff_edit.php?aid=790&edit_from=3))

Kevin Soppe Memorial Ride Noise Variance 2020.pdf (../../se_uploads/1596117278-Kevin Soppe Memorial Ride Noise Variance 2020.pdf)

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comments

Event details (Edit)

Event Name

Quad City Bank and Trust & QCSO Riverfront Pops 2020

Event Purpose

The music of the Quad City Symphony Orchestra, performing the music of Fleetwood Mac

Setup Info

Set up to commence on Thursday, September 10, 2020. We are needing the city Stage Extension. (Which I understand may already be in use from an Event on Sept 5?)

Cleanup Info

Professional clean up crew hired to return park to its previously clean state.

Security Info

Hired professional security overnight, request DPD officers on site as well. In the past, we've had 8-10 off duty hired officers in uniform.

Number of Tents

10

Will your event have vendors?

no

Will your event have fireworks?

yes

Will your event have alcohol sales?

no

Will event Utilize ANY park space?

yes

Event Website?

https://qcso.org/event/quad-city-bank-trust-riverfront-pops-landslide-the-music-of-fleetwood-mac/

Date Submitted

Monday, August 3rd 2020

Date Accepted

2020-08-03 16:42:34

Event Type

Festival

Is the event located in the downtown area

Yes

Site Location

LeClaire Park Bandshell

Street Closure Info

Biderbeck Dr, Ripley Street, Harrison Street, all south of River Drive

Projected Attendees

3500

Will your event have music?

yes

Will your event have food sales?

no

Will your event have sanitary facilities?

yes - number of facilities: 80

Additional Comments

Date/Time details (Edit)

Thursday, September 10th 2020

* Set up Day

Setup Time: 8:00 AM - 10:00 PM

Friday, September 11th 2020

* Set Up Day #2

Setup Time: 8:00 AM - 10:00 PM

Saturday, September 12th 2020

* Event day - Rehearsals and Performance at 7:00pm

Setup Time: 8:00 AM - 11:30 PM

Sunday, September 13th 2020

* Final Clean Up and Equipment Removal.

Setup Time: 10:00 AM - 3:00 PM


QC Symphony Riverfront Pops Concert
Katie & Steve Baumer
(563)370-7697
J&M Displays
Legend
Quad Cities Rive
Audience 490
Fall out zone 270ft
Shoot site
Google Earth
200 ft

Event details (Edit (application_main_staff_edit.php?aid=796&edit_from=3))

Event Name

QCSO River Front Pops Concert

Event Purpose

Fireworks after the concert

Setup Info

Set up around 2/3 pm

Cleanup Info

Clean up right after fireworks show is done

Security Info

Tape off area when firing

Number of Tents

0

Will your event have vendors?

no

Will your event have fireworks?

yes

Will your event have alcohol sales?

no

Will event Utilize ANY park space?

no

Event Website?

none

Date Submitted

Tuesday, July 28th 2020

Date Accepted

2020-07-28 11:58:59

Event Type

General

Is the event located in the downtown area

Yes

Site Location

Behind the ballpark on the bike path

Street Closure Info

none

Projected Attendees

2

Will your event have music?

no

Will your event have food sales?

no

Will your event have sanitary facilities?

no

Additional Comments

Moving back over to Iowa/Davenport. Was on the RIA last year.

Date/Time details (Edit (application_dt_staff_edit.php?aid=796&edit_from=3))

Saturday, September 12th 2020

* Please see QCSO Riverfront Pops Concert for further scheduling. We shoot fireworks to the closing number

Setup Time:	2:30 PM - 8:00 PM
Event Time:	9:30 PM - 10:00 PM
Cleanup Time:	10:00 PM - 11:00 PM

User file attachment details (Edit (application_upload_staff_edit.php?aid=796&edit_from=3))

jpg QC Riverfront Pops site.jpg (../../se_uploads/1595953524-QC Riverfront Pops site.jpg)

`

comments

Add Comments

Event details (Edit (application_main_staff_edit.php?aid=800&edit_from=3))

Event Name

Cruise-In for a Cause

Event Purpose

Car show to prevent drinking and driving in our community. All proceeds donated to Mothers Against Drunk Driving.

Setup Info

Friday 9/19 B&B Drain Tech will drop off porta potties. Sunday 9/20 we will start setting up at 11am. We will setup a canopy and tables for registration and our DJ. Our food vendor and Dj will be there by 2.

Cleanup Info

We will start cleanup promptly at 630pm. We will pack up our supplies and clean up any left over trash and dispose of it.

Security Info

Drinking is not allowed at our event. We will have someone at the entry directing people where to park.

Number of Tents

0

Will your event have vendors?

no

Will your event have fireworks?

no

Will your event have alcohol sales?

no

Will event Utilize ANY park space?

no

Event Website?

facebook.com/cruisein4acause

Date Submitted

Tuesday, August 4th 2020

Date Accepted

2020-08-05 09:01:41

Event Type

General

Is the event located in the downtown area

Yes

Site Location

In parking lot under Centennial bridge. West of Modern Woodmen park.

Street Closure Info

N/A

Projected Attendees

300

Will your event have music?

yes

Will your event have food sales?

yes

Will your event have sanitary facilities?

yes - number of facilities: 2

Additional Comments

Date/Time details (Edit (application_dt_staff_edit.php?aid=800&edit_from=3))

Sunday, September 20th 2020

* Porta Potties will be dropped off late afternoon 9/18 and picked up morning of 9/21.

Setup Time:	11:00 AM - 2:30 PM
Event Time:	2:30 PM - 6:30 PM
Cleanup Time:	6:30 PM - 8:00 PM

User file attachment details (Edit (application_upload_staff_edit.php?aid=800&edit_from=3))

No user attachments found for this application

`

comments

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Gary Statz 563-326-7754
Wards:

Action / Date
8/26/2020

Subject:
Motion approving the petition for an alley light in back of 211 S Pine St. [Ward 3]

Recommendation:
Pass the Motion.

Background:
A petition was received and reviewed for the location on this motion. There is a dark area in this alley and the residents want an extra light to feel more secure.

To alleviate this issue Traffic Engineering will recommend an alley light to be installed in back of 211 S Pine St. The 100 W equivalent LED light will hang over the alley.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Pine St Alley Light Petition

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:51 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:51 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:53 AM

City of Davenport

PETITION FOR PUBLIC LIGHTING

Date 7/29/20

We, the undersigned residents of the City of Davenport, Iowa,
Request the installation of PUBLIC LIGHTING in/at:

STREET LOCATION

or

ALLEY LOCATION Pine Street alley across from 207 & 211 So. Pine & South side of 218 So. Pine

REASON FOR LIGHT Security

RESIDENT(S) SIGNATURE	ADDRESS	PHONE NUMBER
Margaret R. Faison	207 So Pine	(563) 386-3181
Debbie Anderson	211 So Pine	(563) 650-6641
Stephanie Blanco	218 So Pine	(563) 275-9637
	218 S. Pine	(563) 549-3365

Please include all residents near the proposed light location.

PETITIONER/CONTACT PERSON
SIGNATURE OF PETITIONER Margaret R. Faison

PRINT NAME MARGARET R. FAISON owner of 207 So. Pine St.

ADDRESS 2130 W. 38th Place

ZIP CODE 52806 PHONE NUMBER (563) 386-3181

Return completed form to: City of Davenport Public Works Department
Lighting Petition
1200 East 46th Street, Davenport, IA 52807

For Questions, call:
563-326-7754

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **8/26/2020**
Contact Info: Sherry Eastman 563-326-7795
Wards:

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

Zeke's Island Cafe (Lumpy's Inc) - 225 W 2nd St (Inside Figge) - replacing existing license - Outdoor Area - License Type: C Liquor

Ward 5

Jesses Mart (Guru Nanak Petro Mart Inc) - 412 E Locust St - new owner - License Type: C Beer

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

Ward 7

Hi Ho Mongolian Grill (Hi Ho Mongolian Grill, Inc) - 901 E Kimberly Rd, Ste15 - Outdoor Area - License Type: Beer / Wine

Recommendation:
Pass the Motion.

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	8/12/2020 - 4:31 PM
Finance Committee	Merritt, Mallory	Approved	8/12/2020 - 4:31 PM
City Clerk	Admin, Default	Approved	8/12/2020 - 5:02 PM

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Ron Hocker 563-327-5169
Wards:

Action / Date
8/26/2020

Subject:
Third Consideration: Ordinance amending Chapter 16.28.050 entitled "Improvement - Sewers" of the Davenport Municipal Code. By amending section 16.28.060 thereto relating to the City collecting compensation for televising services performed in the process of sanitary sewer acceptance. [All Wards]

Recommendation:
Adopt the Ordinance.

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

ATTACHMENTS:

	Type	Description
🗋	Ordinance	PW Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/9/2020 - 10:08 AM
Public Works Committee	Lechvar, Gina	Approved	7/9/2020 - 10:08 AM
City Clerk	Admin, Default	Approved	7/9/2020 - 4:39 PM

ORDINANCE NO. _____

ORDINANCE amending Chapter 16.28.050 entitled “Improvements - Sewers” of the Municipal Code of Davenport, Iowa, by amending Section 16.28.050 thereto relating to the City collecting compensation for televising services performed in the process of sanitary sewer acceptance.

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

That Chapter 16.28.050 entitled "Improvements - Sewers" is hereby amended to read as follows:

> Where a public sanitary sewer is reasonably accessible, the subdivider shall connect or provide for the connection with such sanitary sewer and shall provide within the subdivision the sanitary sewer system required to make the sewer accessible to each lot in his subdivision. Sewers on public property or easements shall have the approval of the Iowa State Board of Health. Adequate provision shall be made for the disposal of stormwater, subject to the approval of the city engineer and the city council. Prior to acceptance of sanitary sewer installed by private contractor, the City of Davenport Sewer Division must televise the lines to ensure that they meet acceptable city standards. Fees for this service shall be set from time to time by city council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

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. 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* _____

Attest:

_____	_____
Brian Krup	Mike Matson
Deputy City Clerk	Mayor

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **8/12/2020**
Contact Info: Trishna R Pradhan 563-888-2264
Wards:

Subject:
Second Consideration: Ordinance amending Chapter 15.08.300 of the Davenport Municipal Code entitled "Permits." [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
Amend Chapter 15.08.300 of the 2000 Davenport Municipal Code by modifying section B(1)(k) to be in alignment with 2015 International Building Code.

15.08.300 Permits

B. Exempted Work

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

k. Prefabricated swimming pools accessory to a Group R-3 Occupancy that are less than 24 inches in depth and not over 5,000 gallons, provided such swimming pools shall meet the fencing and enclosure requirements contained elsewhere in the technical codes

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/29/2020 - 2:03 PM
Public Works Committee	Lechvar, Gina	Approved	7/29/2020 - 2:03 PM
City Clerk	Admin, Default	Approved	7/31/2020 - 9:56 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15.08.300 OF THE DAVENPORT MUNICIPAL CODE ENTITLED "PERMITS."

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

Section 1. That Chapter 15.08.300(B)(1)(k) of the Municipal Code of Davenport Iowa, be and the same is hereby modified as follows:

15.08.300 **Permits.**

B. Exempted Work. A permit shall not be required for the types of work in each of the separate classes of permit as listed below. Exemption from the permit requirements of the administrative code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

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

k. Prefabricated swimming pools accessory to a Group R-3 Occupancy that are less than 24 inches in depth and not over 5,000 gallons, provided such swimming pools shall meet the fencing and enclosure requirements contained elsewhere in the technical codes.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the Quad City Times on _____

_____ Attest: _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **8/12/2020**
Contact Info: Trishna R Pradhan 563-888-2264
Wards:

Subject:
Second Consideration: Ordinance amending Chapter 15.16 of the Davenport Municipal Code entitled "Electrical Code." [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
This Ordinance will amend Chapter 15.16 of the 2000 Davenport Municipal Code by deleting sections 15.16.020 through 15.16.070 and replacing with the following paragraph to be in alignment with the National Electrical Code adopted by the State of Iowa:

Chapter 1, modified.

A. Add a new paragraph "Wiring" as follows:
    1. Minimum line Voltage wire size shall be 12 AWG copper.
    2. Feeder conductors within dwellings shall be installed within an approved raceway. Type AC and Type MC Cable is not approved for this application. Exception: This is inapplicable where feeder conductors originate and terminate within a dwelling unit.
    3. Non-Metallic Sheathed cable shall be permitted within one & two family dwellings and their garages and storage buildings; and multi- family dwelling in accordance with National Electrical Code.
    4. Exposed Non-Metallic Sheathed cable shall be protected to a height or eight (8) feet above the floor by approved materials and methods.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/29/2020 - 2:01 PM
Public Works Committee	Lechvar, Gina	Approved	7/29/2020 - 2:02 PM
City Clerk	Admin, Default	Approved	7/31/2020 - 9:57 AM

ORDINANCE NO._____

AN ORDINANCE TO REPEAL CHAPTERS 15.16.030-15.16.070 OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, AND ENACT AS A REPLACEMENT A NEW CHAPTER 15.16.030, MODIFIED.

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

Section 1. That Chapter 15.16.030- 15.16.070 of the Municipal Code of Davenport Iowa, be and the same is hereby repealed in its entirety and replaced by a new Chapter 15.16.030 as follows:

Chapter 15.16.030

15.16.030 Chapter 1, modified.

A. Add a new paragraph “Wiring” as follows:

1. Minimum line Voltage wire size shall be 12 AWG copper.

2. Feeder conductors within dwellings shall be installed within an approved raceway. Type AC and Type MC Cable is not approved for this application. Exception: This is inapplicable where feeder conductors originate and terminate within a dwelling unit.

3. Non- Metallic Sheathed cable shall be permitted within one & two family dwellings and their garages and storage buildings; and multi- family dwelling in accordance with National Electrical Code.

4. Exposed Non-Metallic Sheathed cable shall be protected to a height or eight (8) feet above the floor by approved materials and methods.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

_____ Attest: _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Amy Kay 563-327-5160
Wards:

Action / Date
8/26/2020

Subject:
First Consideration: Ordinance amending Chapter 13.38.100 entitled "Construction Site Erosion and Sediment Control - Enforcement" of the Davenport Municipal Code to allow City Council to set the schedule of fines by Resolution. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
Currently the schedule of fines for construction site erosion and sediment control enforcement are set by amending the Ordinance. This amendment will allow the Council to set the fine schedule by Resolution.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/13/2020 - 9:32 AM
Public Works Committee	Lechvar, Gina	Approved	8/13/2020 - 9:32 AM
City Clerk	Admin, Default	Approved	8/13/2020 - 1:45 PM

ORDINANCE NO. _____

Ordinance amending Chapter 13.38.100 entitled "Construction Site Erosion and Sediment Control – Enforcement" of the Davenport Municipal Code to allow City Council to set the schedule of fines by Resolution.

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

That Chapter 13.38.100 entitled "Construction Site Erosion and Sediment Control – Enforcement" is hereby amended to read as follows:

13.38.100 Enforcement

A. Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.

B. Violation of any provision of this chapter may also be enforced as a municipal infraction within Chapter 1.30, pursuant to the City's municipal infraction ordinance. Fees for these fines shall be set from time to time by City Council resolution.

1. Schedule of violations

Type 1
- First offense
- Second offense
- Third offense
- Fourth and subsequent

Type 2
- First offense
- Second and subsequent

2. Definition of offenses

Type 1
a. Failure to control off-site tracking of silt, sediment, or mud.
b. Failure to implement stormwater pollution prevention controls as designated in SWPPP or grading, erosion and sediment control plan.
c. Failure to maintain stormwater pollution prevention controls.
d. Failure to document any stormwater discharge that is a violation of water quality standards, or in a manner inconsistent with the permittee's SWPPP, General Permit #2 and/or COSESCO permit.

Type 2

a. Operating without a COSECO permit.
b. Discharging silt/sediment to the City of Davenport's storm or sanitary sewers.
c. Failure to comply with a written directive issued by the City Engineer, Public Works Director or the enforcement officer designated by the City.

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. 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* _____

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Kramer 563-327-5141
Wards:

Action / Date
8/26/2020

Subject:
Resolution of acceptance for the E 39th St and Forest Rd Intersection Reconstruction project completed by CDMI Concrete Contractors of Port Byron, IL with a final cost of $126,355.20, CIP #35040. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
The E 39th Street and Forest Rd concrete intersection was in poor condition. The concrete pavement was replaced with new eight inch concrete pavement on a new six inch rock base. The ADA ramps and sidewalk were also improved at this location.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/10/2020 - 11:21 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:51 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 11:43 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of acceptance for the of E 39th Street & Forest Road Intersection Reconstruction project completed by CDMI Concrete Contractors of Port Byron, IL with a final cost of $126,355.20.

WHEREAS, the City of Davenport entered into a contract with CDMI Concrete Contractors of Port Byron, IL for construction work; and

WHEREAS, work on the project has been satisfactorily completed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, IA that the E 39th St & Forest Rd Intersection Reconstruction project is hereby accepted.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Sandy Doran 563-326-7756
Wards:

Action / Date
8/26/2020

Subject:
Resolution of acceptance for the rehabilitation of the JM Morris Blvd Pump Station 202 project, CIP #30051. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
This project included the installation of a new natural gas powered emergency generator and modifications to the existing pumps and wet well, including associated appurtenances, site work, structural, electrical, and instrumentation and controls to provide a back-up power source to the lift station in order to prevent station failure in the event of power loss at the site.

Public Works staff provided project management and inspection for this project.

Work has been satisfactorily completed by Tri-City Electric Co of Davenport, Iowa. The final cost for the project is $181,979.60.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution Letter- Acceptance of JM Morris Blvd Pump Sta 202 Project

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/10/2020 - 11:24 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:52 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 11:34 AM

Resolution No._____

RESOLUTION offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of acceptance for the rehabilitation of the JM Morris Blvd Pump Station 202 Project, (Bid #20-57) CIP#30051.

WHEREAS, the City of Davenport entered into a contract with Tri-City Electric Company of Davenport, IA; and

WHEREAS, work on the project has been satisfactorily completed

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that the rehabilitation of the JM Morris Blvd Pump Station 202 Project is hereby accepted.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson, Mayor

Attest:

_____
Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Clay Merritt 563-888-3055
Wards:

Action / Date
8/26/2020

Subject:
Resolution of acceptance for the Adler Theatre Floor Replacement project, CIP #69015. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
This project was for the replacement of the performance stage at the Adler Theatre. The flooring was nearing the end of its useful life and was scheduled to be replaced.

Work has been satisfactorily completed by WRS Construction, Inc. The final cost for the project was $90,095.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/13/2020 - 11:14 AM
Public Works Committee	Lechvar, Gina	Approved	8/13/2020 - 11:14 AM
City Clerk	Admin, Default	Approved	8/13/2020 - 1:42 PM

Resolution No. _____

RESOLUTION offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of acceptance for the Adler Theatre Floor Replacement project, CIP #69015.

WHEREAS, the City of Davenport entered into a contract with WRS Construction, Inc; and

WHEREAS, work on the project has been satisfactorily completed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Adler Theatre Floor Replacement project is hereby accepted.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Clay Merritt 563-888-3055
Wards:

Action / Date
8/26/2020

Subject:
Resolution awarding the contract for the CB&Q Parking Lot Reconstruction project to Hawkeye Paving Corporation of Davenport & Bettendorf in the amount of $390,188.20, CIP #68012. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued to contractors on July 14, 2020. On July 31, 2020, the Purchasing Division opened and read five (5) bids. See bid tab attached.

This project is the reconstruction of the parking lot east of Perry St and south of River Dr and the associated sidewalk and ADA ramp construction.

Hawkeye Paving has successfully performed this type of work in the past for the City. They were the lowest responsive and responsible bidder.

Funding for this is from the Capital Improvement Project budget, #68012 CB&Q Parking Lot Rehab. These funds are from the sale of General Obligation Bonds.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/10/2020 - 11:22 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:58 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 11:42 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the CB&Q Parking Lot Reconstruction project to Hawkeye Paving Corporation of Davenport, IA and Bettendorf, IA and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the CB&Q Parking Lot Reconstruction project; and

WHEREAS, Hawkeye Paving Corporation of Davenport and Bettendorf was the lowest responsive and responsible bidder;

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

1. the contract for the CB&Q Parking Lot Reconstruction project to Hawkeye Paving Corporation of Davenport and Bettendorf is approved; and

2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements;

Attest:

_____
Brian Krup
Deputy City Clerk

Approved:

_____
Mike Matson
Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: CB&Q PARKING LOT RECONSTRUCTION

BID NUMBER: #21-06

OPENING DATE: JULY 31, 2020

GL ACCOUNT NUMBER: CIP 68012

RECOMMENDATION: AWARD THE CONTRACT TO HAWKEYE PAVING CORPORATION OF DAVENPORT IA AND BETTENDORF IA

VENDOR NAME	BID AMOUNT
Hawkeye Paving Corporation of Davenport & Bettendorf	**$390,188.20**
McCarthy Improvement Company of Davenport IA	$391,827.82
Langman Construction Inc of Rock Island IL	$399,735.03
Emery Construction Group Inc. of Moline IL	$426,939.55
Miller Trucking & Excavating of Silvis IL	$471,558.00

Approved By Kyesta Kellen 8-5-2020
Purchasing Date

Approved By Nicole Gleason 8-3-2020
Dept. Director Date

Approved By Brandi Cox 8-5-2020
Budget/CIP Date

Approved By Marlon R. Merritt 8/5/2020
Assistant City Administrator Date

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Ron Hocker 563-327-5169
Wards:

Action / Date
8/26/2020

Subject:
Resolution establishing the fee for closed circuit televising of newly constructed sanitary sewers prior to acceptance by the City. [All Wards]

Recommendation:
Adopt the Resolution.

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

This Resolution would establish the rate of this fee at $1.25 per lineal foot of sewer inspected, equal to the established FEMA rate for this service.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Res Letter

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/12/2020 - 11:50 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 11:51 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 12:15 PM

Resolution No._____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION establishing the fee for closed circuit televising of newly constructed sanitary and storm sewers prior to acceptance by the City.

WHEREAS, The City of Davenport Municipal Code Chapter 16.28.050 establishes the authority for fee-based televising inspection service for storm sewer systems; and

WHEREAS, The City of Davenport Municipal Code Chapter 16.28.050 establishes the authority for fee-based televising inspection service for sanitary sewer systems; and

WHEREAS, The aforementioned chapters of the Davenport Municipal Code provide for the City Council to set the fee for such televising services:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said fee be established at one dollar and twenty-five cents ($1.25) per lineal foot of storm or sanitary sewer pipe inspected via closed circuit television.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson, Mayor

Attest:

_____
Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Amy Kay 563-327-5160
Wards:

Action / Date
8/26/2020

Subject:
Resolution setting the Stormwater Management Maintenance and Repair Agreement Recording fee at $100. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This Resolution approves a recording fee for the Storm Water Management Maintenance and Repair Agreement in the amount of $100 for projects that require stormwater detention and quality features. This fee will be added to the plan review and grading permit fee to help offset the cost for review time, recording fees, postage and supplies, and follow up staff time.

Section 15.08.315 of the Davenport Municipal Code provides that “the fee for each permit or regulated item and plan review shall be set forth by resolution of City Council”.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/13/2020 - 9:46 AM
Public Works Committee	Lechvar, Gina	Approved	8/13/2020 - 9:46 AM
City Clerk	Admin, Default	Approved	8/13/2020 - 2:25 PM

Resolution No._____

RESOLUTION offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting the Stormwater Management Maintenance and Repair Agreement Recording fee at $100.

WHEREAS, the City of Davenport Municipal Code (Section 15.08.315) sets out the requirement for fee based building inspection and plan review services; and

WHEREAS, Davenport City Council is directed by said ordinance to adopt a schedule of fees for each permit or regulated item and plan review by resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa, that the Stormwater Management Maintenance and Repair Agreement Recording fee is hereby set at $100.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **8/26/2020**
Contact Info: Brad Guy 563-327-5105
Wards:

Subject:
Resolution approving Change Order #1 to the 2nd & Marquette Sewer Improvement project with Miller Trucking & Excavating in the amount of $170,000, CIP #30016. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
During construction activities, additional repair work was identified by the City's project team that falls outside the original scope of the project. The additional work is as follows:

- Multiple, existing sewer structures which are not currently scheduled for replacement have been identified as having a high probability of failure in the near future. Staff recommends addressing these structural deficiencies while we have the road closed under the current contract.
- Investigation of an existing sewer main has identified approximately 300 ft. of pipe that has multiple structural issues which could lead to collapse. The pipe is also undersized and does not meet current standards. Staff recommends removal and replacement of this section of sewer main under the current contract.

Time, materials, and equipment associated with the above mentioned work is estimated at $170,000, which is available in CIP #30016.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	8/14/2020 - 1:22 PM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Change Order #1 to the 2nd & Marquette Sewer Improvement Project with Miller Trucking & Excavating in the amount of $170,000, CIP #30016.

WHEREAS, the City of Davenport entered into a contract with Miller Trucking and Excavating for the construction of the 2nd & Marquette Sewer Improvement Project; and

WHEREAS, extra work has been identified by the City's project team which falls outside the original scope of the project; and

WHEREAS, this work has been deemed necessary for the successful construction of the project; and

WHEREAS, funds have been budgeted for said work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order #1, in the amount of $170,000, for the 2nd & Marquette Sewer Improvement Project with Miller Trucking and Excavating is hereby approved, and the Project Manager is hereby authorized to execute said document.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **8/26/2020**
Contact Info: Clay Merritt 563-888-3055
Wards:

Subject:
Motion directing staff to hire an engineering firm for the design of the CDBG Replenishment projects, pending environmental approval from HUD. [Wards 3 & 8]

Recommendation:
Pass the Motion.

Background:
City staff has identified the listed projects as eligible for Community Development Block Grant funding. An engineering firm(s) will be selected to provide preliminary design, bid specifications, and cost estimates in accordance with HUD guidelines.

Group 1:
- 6518 Hoover Road to the intersection of Hoover and Appomattox and from that intersection to the intersection of Appomattox and 63rd.
- Ripley – 65th to 61st

Group 2:
- LeClaire – 6th to 8th
- 7th – Iowa to LeClaire

ATTACHMENTS:

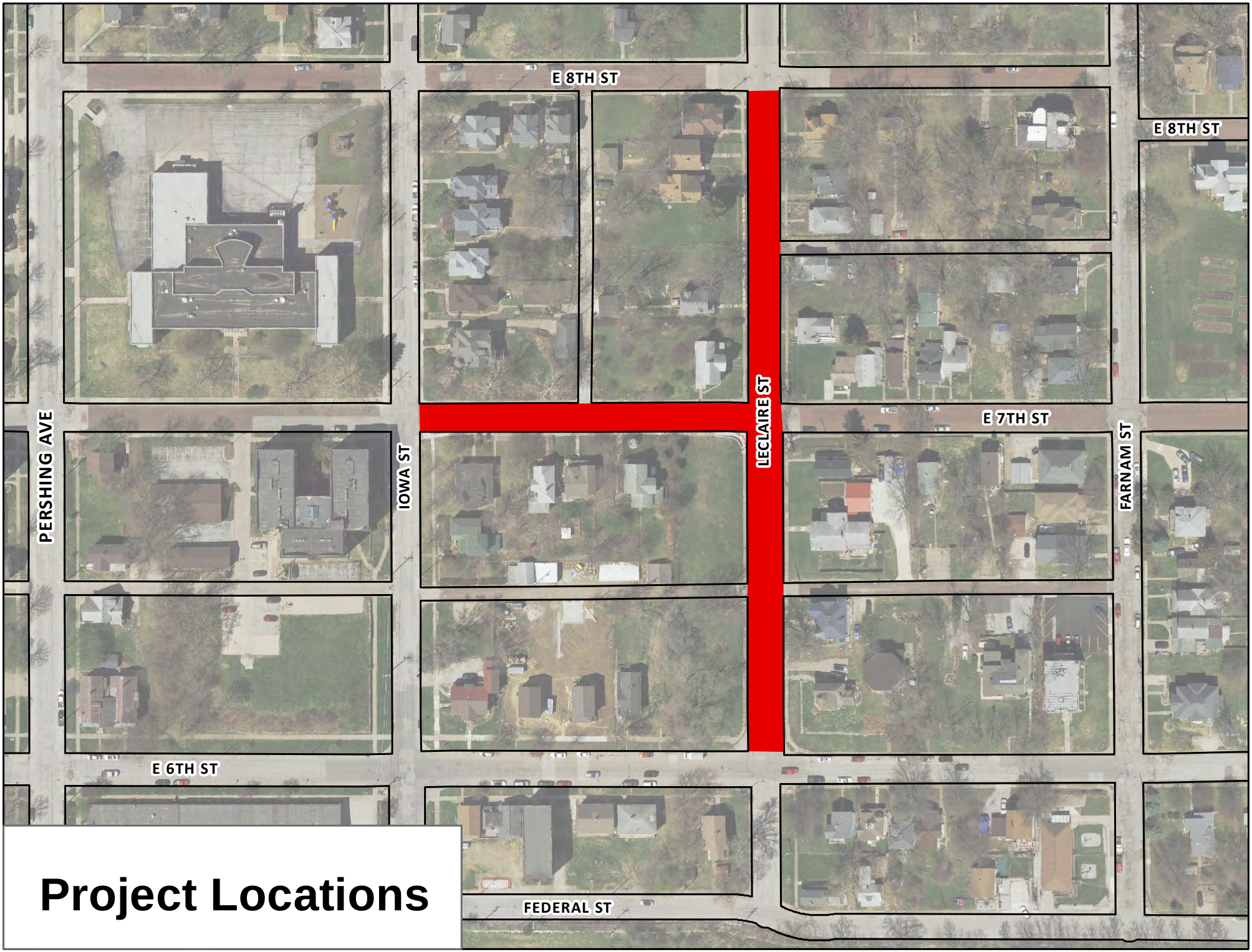
	Type	Description
🗋	Backup Material	Map Hoover Appomatox & Ripley
🗋	Backup Material	Map LeClaire and Iowa

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	8/13/2020 - 11:14 AM
Public Works Committee	Lechvar, Gina	Approved	8/13/2020 - 11:14 AM
City Clerk	Admin, Default	Approved	8/13/2020 - 1:43 PM



Project Locations



Project Locations

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **8/26/2020**
Contact Info: Jim Morris 563-326-7910
Wards:

Subject:
Third Consideration: Ordinance amending Chapter 15.32 of the Davenport Municipal Code titled "Uniform Fire Code" to adopt the International Code Council's 2015 International Fire Code with amendments. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
In 2017, a fire code evaluation project was initiated following the adoption of the 2015 International Building Code. Currently, the City operates under the 1994 Uniform Fire Code. Since 1994, there have been many construction changes and changes in best practices for administering a fire code; there are also numerous inconsistencies between the current fire code and the updated building code which create challenges for both contractors doing business in the City of Davenport and staff enforcement of these code sections. The staff recommendation is to adopt and implement the 2015 International Fire Code so that both the building code and fire code are in alignment. Additionally, there are a series of local amendments that have been included and are proposed based off of research from peer cities who have implemented this particular code.

The contractor community was notified of this potential update in January, and a series of three public meetings were held at the Central Fire Station. In these meetings, staff gave a presentation to explain the purpose of the code update, and also went through each of the local amendments. A copy of that presentation is attached to this agenda item.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Cover Memo	Fire Code Adopt Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	7/10/2020 - 11:04 AM
Finance Committee	Admin, Default	Approved	7/10/2020 - 11:31 AM
City Clerk	Admin, Default	Approved	7/10/2020 - 11:32 AM

ORDINANCE NO. _____

Ordinance amending Chapter 15.32 of the Davenport Municipal Code to adopt the International Code Council's 2015 International Fire Code with amendments.

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

Section 1. That Chapter 15.32 entitled "International Fire Code" is hereby amended to read as follows:

15.32.010 International Fire Code (2015) adopted.

Except as hereinafter modified, the International Code Council's 2015 International Fire Code, including appendices, is adopted by reference as the fire code of the City of Davenport, Iowa and hereby incorporated by reference into this chapter.

15.32.020 Modifications to 2015 International Fire Code.

The 2015 International Fire Code is modified as follows:

A..Amendment – Section 101.1: The City of Davenport.

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

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

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

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

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

B..Amendment – Section 202 (M): Commercial Cooking Appliances.

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

C. Amendment – Section 503.2.1: Dimensions.

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

D. Amendment – Section 507.5.1: Where required.

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

E. Amendment – Section 507.5.1.1: Hydrant for fire department connections.

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

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

F. Addition (New Section to IFC) – Section 604.8: Shutdown of Emergency and Standby Power Systems.

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

G. Addition (New Section to IFC) – Section 901.4.6.1: Fire Sprinkler Riser Room.

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

exclusively accessed from the electrical room, but the electrical room may be accessed from the riser room.

H. Amendment – Section 903.3.1.2.1 – Group R Balconies and Decks.

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

I. Addition – Section 903.3.1.2.3 – Fire Sprinklers for Canopies.

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

Exception: If the Code does not require a building to have a fire sprinkler system, section 903.3.1.2.3 does not apply.

J. Addition (New Section to IFC) – Section 904.12.2.1 – Ventilation Operation.

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

K. Amendment – Section 905.1 – General.

Standpipe systems shall be provided in new buildings and structures in accordance with Sections 905.2 through 905.10. In buildings used for *high-piled combustible storage*, fire protection shall be in accordance with Chapter 32. For the purposes of this Section 905 “Standpipe Systems”, Sections 905.3.1 through 905.6.2 shall be amended by deleting all references to Class II and Class III standpipe systems and inserting Class I standpipe systems in their place.

L. Amendment – Section 905.2 – Installation standard.

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

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

M. Deletion – Section 905.3.4.1 – Hose and cabinet.

This section shall be deleted.

N. Deletion – Section 905.5.3 – Class II system 1-inch hose.

This section shall be deleted.

O. Addition (New Section to IFC) – Section 905.3.9 – Building Footprint and Access.

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

P. Amendment – Section 907.2 – Where Required – New Buildings and Structures.

An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5.

Not fewer than one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.

Q. Addition (New Section to IFC) – Section 907.2 (a) – Manual Fire Alarm Pull Boxes.

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

R. Addition (New Section to IFC) – Section 907.2 (b) – Monitoring.

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

S. Amendment – Section 907.2.1 – Fire Alarms in Group A Occupancies.

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

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

T. Amendment – 907.2.3 – Group E

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

Exceptions:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
   - 2.1. Interior corridors are protected by smoke detectors with alarm verification.
   - 2.2. Auditoriums, cafeterias, gymnasiums, and the like are protected by heat detectors or other approved detection devices.
   - 2.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
   - 2.4. Off-premises monitoring is provided.
   - 2.5. The capability to activate the evacuation signal from a central point is provided.
   - 2.6. In buildings where normally occupied spaces are provided two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
3. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler

system, the notification appliances will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.

4. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

U. Amendment – 907.2.9 – Group R-2

An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies.

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

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

Required smoke alarms in *dwelling units* and *sleeping units* in Group R-2 occupancies shall be interconnected with the fire alarm system in accordance with NFPA 72.

V. Addition (New Section to IFC) – 1028.6 – Exit Discharge Pathways.

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

15.32.030 Open fires and burning.

A. Definitions.

1. OPEN FIRE – Shall mean any burning of combustible materials where the products of combustion are emitted into the open air without passing through a chimney or stack. Open fire as used in this section shall not be interpreted to include recreational fires or cooking fires which may be conducted without permit of the fire department.

2. RECREATIONAL FIRE – Shall mean the burning of wood for pleasure, cooking or similar purposes, either contained in a receptacle originally designed and manufactured for such purpose; or uncontained so long as the fire being burned has a total wood fuel area of not more than eight feet in diameter and four feet in height, and the fire is being used in conjunction with camping in a publicly- or privately-owned campground or at least 25 feet from the nearest structure or combustible material.

3. COOKING FIRE – Shall mean the burning of conventional fuel materials such as charcoal, natural or propane gas to cook food in a receptacle such as a barbecue grill or barbecue pit, which was originally designed and manufactured for that purpose.

4. GARBAGE – Shall mean animal and vegetable waste resulting from the handling, preparing, cooking, storing or serving of food or of material intended for use as food.

5. RUBBISH – Shall include, but is not limited to, nonputrescible (not subject to rotting or decay) solid waste consisting of combustible and noncombustible wastes such as ashes, paper, cardboard, tin cans, wood, glass, bedding and crockery.

6. REFUSE – Shall mean putrescible (subject to decay or rotting) and nonputrescible wastes including, but not limited to, garbage, rubbish, household waste, incinerator residue, street cleanings, market and industrial solid wastes and sewage treatment wastes in dry or semi-solid form, organic growth such as vines, weeds, grass, flowers, leaves, plant stems or stalks, or similar growth.

7. BUILDING MATERIALS – Shall mean any material including but not limited to lumber, brick, concrete, plaster, plaster board, gutters, floor coverings, or similar substances accumulated as a result of repairs or additions to existing structures, construction of new buildings, or demolition of existing structures.

8. PROHIBITED MATERIALS – Shall include, but not be limited to, dead animals, waste oil, plastic material, rubber products or materials, tires, tar or tar-based products or materials, asbestos containing materials, creosote containing materials, styrofoam, plastic- or rubber-coated wire, and similar substances.

9. WOOD – As used in this section, shall mean that part of a tree or shrub that consists of a more or less hard and compact substance which makes up the bulk of the trunk and branches of the tree or shrub, and which is concealed from view by the bark, and which when cut transversely is found to consist of concentric layers. Wood does not include tree stumps, shrub stumps, roots, wood products or items manufactured or consisting of processed wood such as lumber, plywood and similar items.

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

C. Exceptions to Prohibition on Open Fires.

1. The prohibition against open fires shall not be construed to prohibit the open burning of wood, as defined in section 15.32.030 A9, subject to the other requirements imposed by this section. The City, however, does not encourage the burning of wood and will collect wood not larger than six inches in diameter nor longer than five feet in length at curbside during normal solid waste collection if it is securely tied together in a bundle of 50 pounds or less in weight.

2. The fire department may, at its discretion, issue an open burning permit, subject to the other requirements of this section, for the following types of fires:

a. Controlled ceremonial bonfires.

b. Disaster rubbish. Disaster rubbish includes yard waste and other similar organic waste that may otherwise be prohibited as refuse and building material, which occurs as a result of a community disaster. Disaster rubbish may be burned only when an official declaration has been made that an emergency disaster condition exists and then, only during the period of time designated in the emergency disaster declaration.

c. Prescribed agricultural or natural areas. The open burning of fields or other areas planted with vegetation native to this region, may be permitted if necessary for the maintenance of native plants and controlling growth of invasive plan species. Such prescribed burns may only be conducted by personnel approved by the fire marshal or fire chief and with an approved burn plan and burn permit.

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

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

D. Regulation of Open Fires.

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

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

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

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

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

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

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

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

1. Dense, thick, or heavy smoke, or

2. A strong odor, or

3. Constitutes a hazardous condition to life or property.

15.32.040 Penalty.

A. Anyone violating the provisions of this chapter is guilty of a simple misdemeanor and shall upon conviction be subjected to a fine not to exceed $625.

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the Quad City Times on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

FIRE CODE UPDATE

Overview & Local Amendments

January 27, 2020 Central Fire Station

AGENDA

- Review of Adoption and Implementation Process
- Local Amendments
- Local Ordinance
- Questions

PROCESS

DAVENPORT
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- Meeting with stakeholders to review proposed ordinance changes
- Meeting with Davenport City Council for discussion on February 18, 2020
- Three Readings at Davenport City Council Meetings (3 Council Cycles)
  - February 19, 2020 (Committee of the Whole)
  - February 26, 2020 (City Council)
  - March 4, 2020 (Committee of the Whole)
  - March 11, 2020 (City Council)
  - March 18, 2020 (Committee of the Whole)
  - March 25, 2020 (City Council)

2015 International Fire Code

- Last formal fire code adoption was the 1994 Uniform Fire Code
- City is currently utilizing the 2015 International Building Code
  - Adoption of the 2015 International Fire Code will provide consistency between departments
- Series of local amendments discussed on following slides and located in handouts

LOCAL AMENDMENTS

LOCAL AMENDMENTS

- **Section 101.1: The City of Davenport**
  - Jurisdiction - City of Davenport
- **Section 202 (M): Commercial Cooking Appliances**
  - Residential stoves/ovens
  - Preparation and serving of food including for employee purposes
- **Section 503.2.1: Dimensions**
  - Vertical clearance of not less than 14 feet (4,268 mm)

LOCAL AMENDMENTS

DAVENPORT
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- **Section 507.5.1: Where Required (Building Construction)**
  - Standard is 150 feet; did read 400 feet
- **Section 507.5.1.1: Hydrant for fire department connections**
  - Applicable to fire department connections within 100 feet
- **Section 604.8: Shutdown of Emergency and Standby Power Systems (NEW)**
  - In addition to the requirements of NFPA 10 for a remote manual stop, a keyed switch to shut down the generator needs to be located at the remote annunciator panel or fire panel. The location will be determined by the Fire Marshal or Code Official.

LOCAL AMENDMENTS

DAVENPORT
IOWA | USA

- **Section 901.4.6.1: Fire Sprinkler Riser Room (NEW)**
  - Fire sprinkler riser room needs to be separated from electrical room
  - Riser room should not have any electrical panels, devices, or apparatus inside the room
  - Shall not be exclusively accessed from electrical room; but electrical room may be accessed from riser room

- **Section 903.3.1.2.1: Group R Balconies and Decks**
  - Sprinkler protection is required for all combustible/non-combustible balconies, decks, and ground floor patios

LOCAL AMENDMENTS

DAVENPORT
IOWA | USA

- **Section 903.3.1.2.3: Fire Sprinklers for Canopies (NEW)**
  - Any canopy covering a door that is required to be a marked exit that extends more than 4 feet from the door, whether combustible or non-combustible, needs sprinkler coverage.
  - Canopies with vehicle access under them with door openings must also have sprinkler coverage regardless of combustibility.
  - EXCEPTION: If the code does not require a building to have a sprinkler system, this section does not apply.

- **Section 904.12.2.1: Ventilation Operation (NEW)**
  - The ventilation system shall shut down the make-up air to the hood and continue to exhaust upon activation of the hood fire extinguishing system. Supply air openings other than part of the hood system shall be a minimum of 6 feet from any part of a Type I hood. Supply air openings closer than 6 feet must shut down upon activation of the extinguishing system.

LOCAL AMENDMENTS

DAVENPORT
IOWA | USA

- **Section 905.1: General**
  - Eliminates Class II and Class III standpipes

- **Section 905.2: Installation Standard**
  - A Class I standpipe system shall provide 2 ½ inch hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Also, 2 ½ inch to 1 ½ inch reducers with 1 ½ caps shall be provided on each standpipe outlet. 2 ½ inch and 1 ½ inch threads shall be National Standard Threads (NST). No hose it to be provided.
  - EXCEPTION: Hose may be provided when the facility has an assigned and trained fire brigade.

- ~~**Section 905.3.4.1: Hose and Cabinet (DELETE)**~~

LOCAL AMENDMENTS

- ~~Section 905.5.3: Class II system 1-inch hose (DELETE)~~

- **Section 905.3.9: Building Footprint and Access (NEW)**
  - Where the most remote portion of a floor or story is more than 400 feet from a hose connection or fire department access road, the fire code official is authorized to require standpipes to be provided in approved locations.

- **Section 907.2: Where Required – New Buildings and Structures**
  - One manual pull station is required, even in a sprinkled building

LOCAL AMENDMENTS

- **Section 907.2 (a): Manual Fire Alarm Pull Boxes (New)**
  - Manual fire alarm pull boxes (pull stations) shall be required where deemed necessary by the Fire Marshal or Code Official.

- **Section 907.2 (b): Monitoring (NEW)**
  - All fire alarm systems shall be monitored by a UL listed monitoring system.

LOCAL AMENDMENTS

DAVENPORT
IOWA | USA

- **Section 907.2.1: Fire Alarms in Group A Occupancies**
  - A manual and automatic fire alarm system shall be installed in accordance with NFPA 72 in Group A Occupancies having an occupant load of 300 or more.

- **Section 907.2.3: Group E**
  - In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy.
  - Several amendments to the exceptions in this section; review handout

LOCAL AMENDMENTS

DAVENPORT
IOWA | USA

- **Section 907.2.9: Group R-2**
  - Automatic smoke detection Group R-2 occupancies is required
  - 1. Common spaces outside of dwelling units and sleeping units
  - 2. Laundry rooms, mechanical equipment rooms, and storage rooms
  - 3. All interior corridors serving sleeping units or dwelling units
  - EXCEPTION: Not required for buildings with no interior corridors or a means of egress directly to an exterior exit

- **Section 1028.6: Exit Discharge Pathways**
  - Exit discharge pathways shall be paved from all required exits of a building to a public way or parking lot.

THANK YOU



City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/26/2020

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel W0453-OLD to the owners of 3207 Fieldcrest Dr, the adjacent parcel to the northeast. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
Adam Holdt contacted the City asking to purchase W0453-OLD (outlot D of Olympia Fields 11th Addition). See Exhibit A. Scott County Quit Claimed the parcel to the City in 2013. The parcel is not buildable and not necessary for City operations. Mr. Holdt has been maintaining the parcel for the past 12 years believing it was his property. He recently found out that was not the case and is offering to purchase the 1,950 square foot triangular parcel for $20.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Exhibit A Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:48 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:49 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:55 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey City-owned parcel W0453-OLD to the owners of 3207 Fieldcrest Dr, the adjacent parcel to the northeast.

WHEREAS, Community and Economic Development, Public Works, Parks, and the Davenport Fire Department have no need for this parcel; and

WHEREAS, the owners of 3207 Fieldcrest Dr have been maintaining this parcel for the last 12 years.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor is authorized to execute all documents necessary to convey City-owned parcel W0453-OLD to the owners of the adjacent parcel to the northeast.

Passed and approved this 26th day of August, 2020.

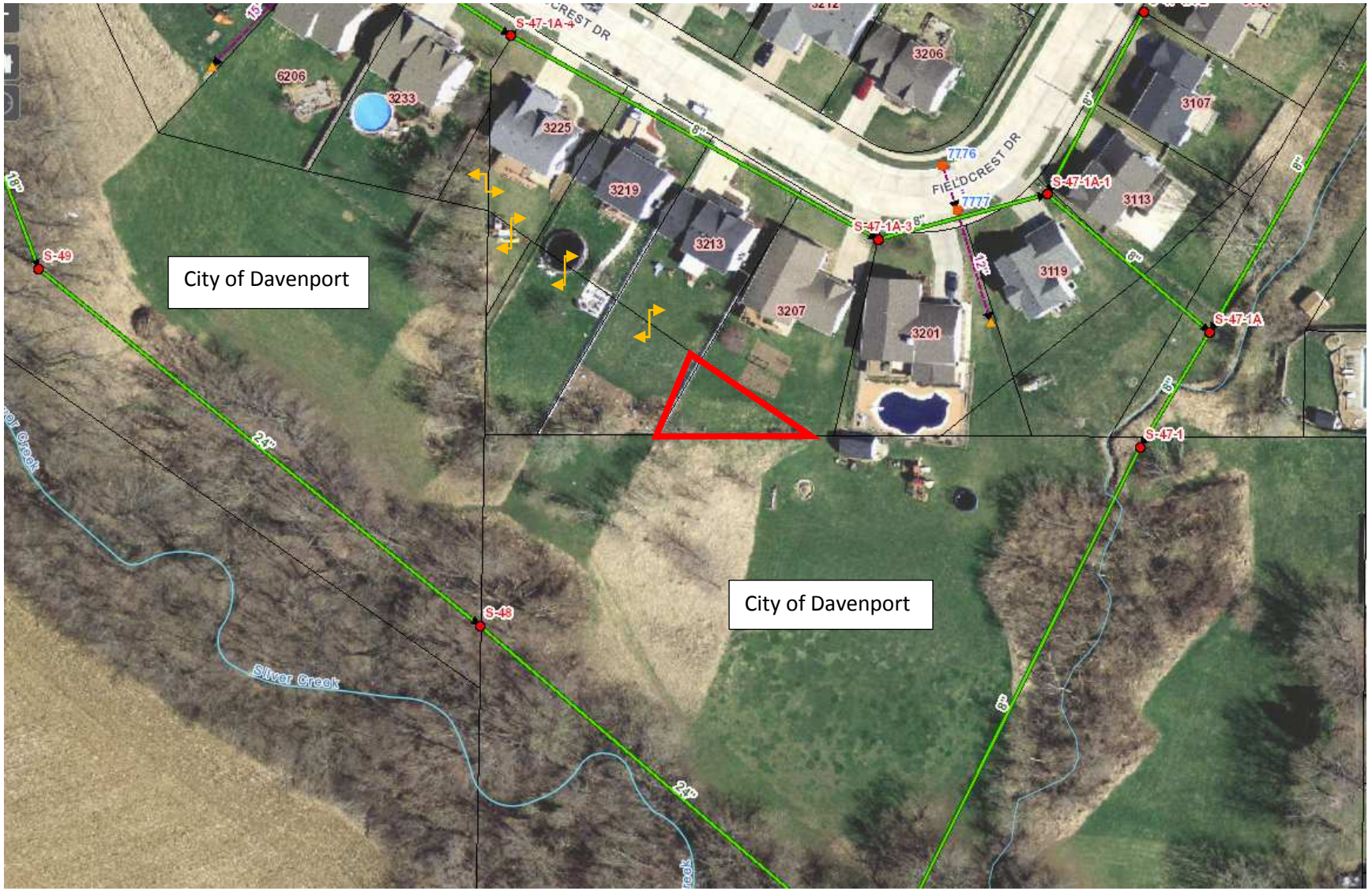
Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Exhibit A



Outlined is Parcel W0453-OLD 1,950 sq. ft.

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/26/2020

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel X1101B06B to the owners of 927 W 60th St, the adjacent parcel to the north. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The Oak Brook 7th Addition Subdivision Plat identifies the land in question as a utility easement and not a separate parcel. Scott County shows the land as a separate parcel owned by the City of Davenport, identified with its own parcel number. The parcel is encumbered 100% by a utility easement. The owners of 927 W 60th St have expressed a willingness to accept ownership of the City parcel. It is in the City's best interest to convey this parcel to the owners of 927 W 60th St with the utility easement remaining in place. The owner of 5821 Vine St, the adjacent parcel to the south, declined to take ownership.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Exhibit A Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:49 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:50 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:56 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey a City-owned parcel X1101B06B to the owners of 927 W 60th St, the adjacent parcel to the north.

WHEREAS, Community and Economic Development, Public Works, Parks, and the Davenport Fire Department have no need for this parcel; and

WHEREAS, the Oak Brook 7th Addition Subdivision Plat does not show these parcels to be owned by the City; and

WHEREAS, removing this parcel from the mowing contract will reduce operating costs; and

WHEREAS, the owner of the adjacent parcel to the south has declined to take ownership.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor is authorized to execute all documents necessary to convey City-owned parcel X1101B06B to the owners of 927 W 60th St, the adjacent parcel to the north.

Passed and approved this 26th day of August, 2020.

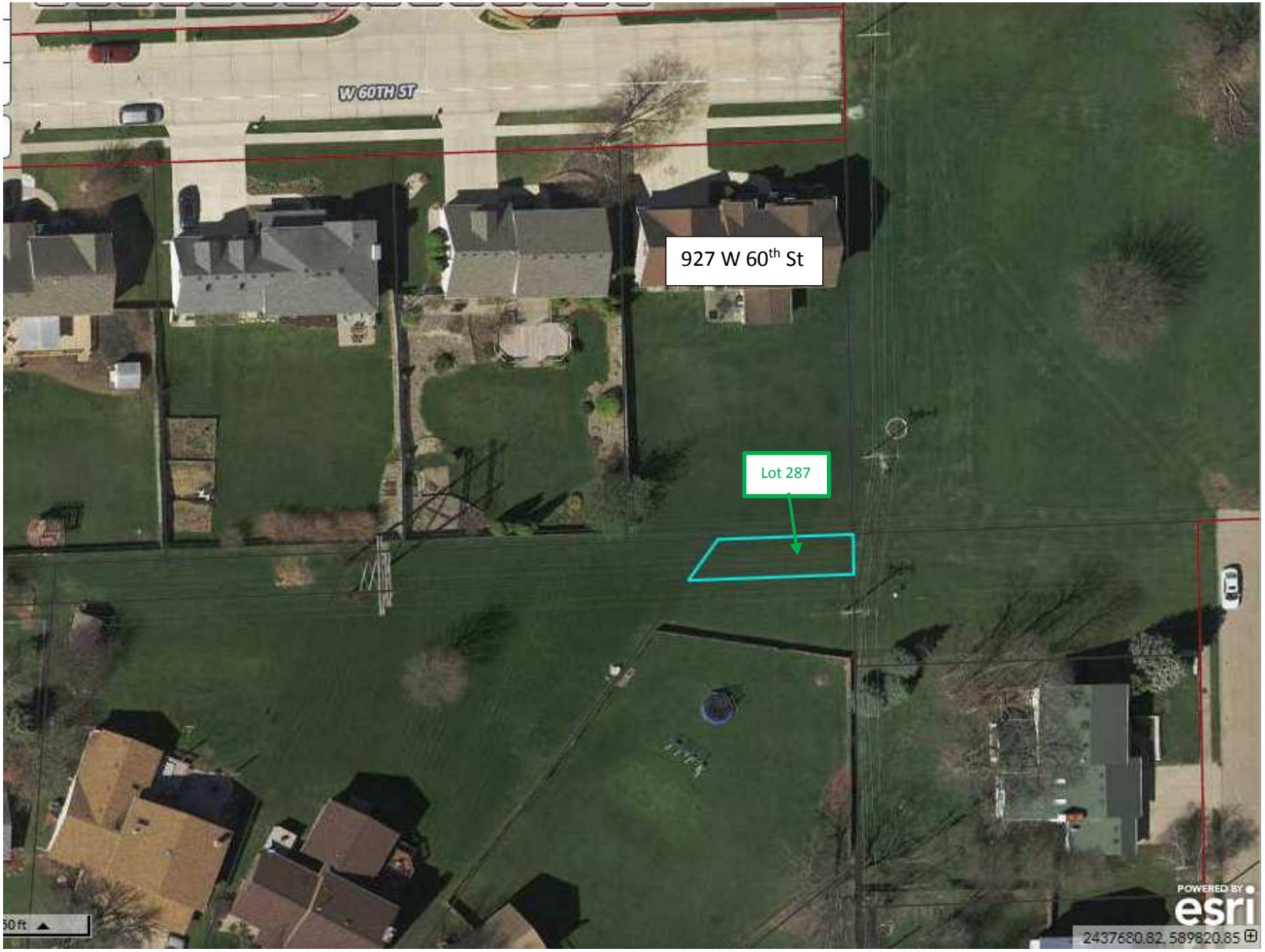
Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

EXHIBIT A



Outlined is Parcel X1101B06B 832 sq. ft.

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/26/2020

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel F0046-16 to Francisco Brown, petitioner and resident of 817 Farnam St. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Mr. Francisco Brown, resident of 817 Farnam St, is petitioning the City of Davenport to convey City-owned parcel F0046-16, adjacent on the north side of 817 Farnam St, to him for $50.00. This parcel is developable but holds no value for the operations of the City. The sloped parcel is approximately 12,047 square feet. For the past 10 years Mr. Brown has provided supplemental maintenance (lawn mowing and snow removal) in addition to the City's contractors. A letter was sent June 26, 2020 to Adelaide L Priester Milford, the owner of 817 Farnam, the property adjacent to the south of City parcel F0046-16, asking if she is interested in purchasing the property. On July 20, 2020, staff received an email from Steve and Heidi Milford stating they are not interested and have no objection to Francisco Brown purchasing the parcel.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Resolution
🗋	Cover Memo	Exhibit A Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:46 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:46 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:58 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey City-owned parcel F0046-16 to Francisco Brown, petitioner and resident of 817 Farnam St.

WHEREAS, the City of Davenport owns parcel F0046-16 described as follows:

> Lot 6, except the south 150 feet thereof in Block 144 of LeClaire's 12th Addition to the City of Davenport, Scott County, Iowa; and

WHEREAS, Community and Economic Development, Public Works, Parks, and the Davenport Fire Department have no need for this parcel; and

WHEREAS, removing this parcel from the mowing and snow removal contracts will reduce operating costs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor is authorized to execute all documents necessary to convey the above City-owned parcel to Francisco Brown, petitioner and resident of 817 Farnam St.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

EXHIBIT A



Outlined is Parcel F0046-16 12,047 sq. ft.

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Mike Atchley 563-327-5149
Wards:

Action / Date
8/26/2020

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to Lisa Avila, petitioner and owner of 908 Harrison St. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Mrs. Lisa Avila, owner of 908 Harrison is petitioning the City of Davenport to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to her for $1.00. This parcel is developable but holds no value for the operations of the City. The parcel is approximately 5,280 square feet.

A letter was sent June 29, 2020 to Ronald E. Perry, owner of 902 Harrison St which is adjacent to the east of City-owned parcel G0038-36B, asking if he is interested in all or a portion of G0038-36B. As of July 28, 2020, no other interest in this particular parcel has been received.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Exhibit A Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	8/12/2020 - 10:47 AM
Public Works Committee	Lechvar, Gina	Approved	8/12/2020 - 10:48 AM
City Clerk	Admin, Default	Approved	8/12/2020 - 10:58 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey City-owned parcel G0038-36B, located on the north side of the 300 block of W 9th St, to Lisa Avila, petitioner and owner of 908 Harrison St.

WHEREAS, the City of Davenport owns parcel G0038-36B described as follows:

Part of the NW ¼ of the SE ¼ of Section 26, Township 78 North, Range 3 East of the 5th P.M. to the City of Davenport, Scott County, Iowa, being more particularly described as follows: the West 88 feet of Lot 1 of Block 3 of Joseph Motie's Addition to the City of Davenport, Scott County, Iowa; and

WHEREAS, Community and Economic Development, Public Works, Parks, and the Davenport Fire Department have no need for this parcel; and

WHEREAS, removing this parcel from the mowing snow removal contracts will reduce operating costs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor is authorized to execute all documents necessary to convey the above City-owned parcel to Lisa Avila, petitioner and owner of 908 Harrison St.

Passed and approved this 26th day of August, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

EXHIBIT A



Outlined is Parcel G0038-36B 5,280 sq. ft.

City of Davenport

Agenda Group: **Action / Date**
Department: Parks & Recreation **8/26/2020**
Contact Info: Chad Dyson 563-326-7817
Wards:

Subject:
Resolution accepting the 2020-2021 (year one of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of $498,783 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This is the first year of a three-year grant agreement. The AmeriCorps grant is administered by the Parks and Recreation Department, and the agreement supports 106 members and over 67,000 hours of service to the community.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Parks & Recreation	Admin, Default	Approved	8/13/2020 - 12:46 PM

Resolution No._____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION accepting the 2020-2021 (year one of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of $498,783 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department.

WHEREAS, it is important to the operations of the City of Davenport to establish and maintain collaborative partnerships; and

WHEREAS, volunteerism is central to these partnerships between Davenport Parks and Recreation, Big Brothers and Big Sisters, Davenport Public Library, the Putnam Museum, and the Davenport Community School District; and

WHEREAS, the AmeriCorps Program grant provides these much needed volunteer positions; and

WHEREAS, it is necessary to enter into and accept the AmeriCorps Program grant from the Corporation for National and Community Services.

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

1. the 2020-2021 AmeriCorps Program grant from the Corporation for National and Community Services in the amount of $498,783 is accepted; and

2. the Finance Director or designee is authorized to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department.

Attest:

_____
Brian Krup
Deputy City Clerk

Approved:

_____
Mike Matson
Mayor

Grant Agreement Number: 20-AC-02

IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT

GRANTEE: City of Davenport
GRANT NUMBER: 20-AC-02
EFFECTIVE DATE: September 01, 2020
PROGRAM NAME: City of Davenport AmeriCorps & Youth Corps Program
TOTAL MAXIMUM GRANT AMOUNT: $498,783
PROGRAM COMPLETION DATE: August 31, 2021
GRANTEE FEDERAL ID #: 42-6004463

THIS AMERICORPS AGREEMENT is made by and between IOWA COMMISSION ON VOLUNTEER SERVICE, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and City of Davenport (“Grantee”), 700 W River Dr, Davenport, IA 52802-1405, a city government.

WHEREAS, the Commission is designated to receive, administer and disburse AmeriCorps funds; and
WHEREAS, the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and
WHEREAS, the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and
WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and
WHEREAS, the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;
NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **EFFECTIVE DATE.** "Effective Date" is September 01, 2020 and means the date on which the terms of this Grant Agreement become in force and effect.

1.3 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and incorporated by reference.

1.4 **PROGRAM.** "Program" means the detailed description of the work, services, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps application approved by the Corporation for National and Community Service ("Corporation" or "CNCS") and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.5 **PROGRAM COMPLETION DATE.** "Program Completion Date" or "Completion Date" is August 31, 2021 and is the date by which the Agreement ceases to be in force and effect. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the date stated above; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Program Completion Date will not be extended beyond 90 (ninety) days past the original Program Completion Date.

1.6 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in Attachment A, Grant Application; Attachment B, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

ARTICLE 2 - FUNDING

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a federal grant from CNCS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. The Grantee shall comply with the requirements, conditions and rules of CNCS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 **RECEIPT OF FUNDS.** All payments under this Agreement are subject to receipt by the Commission of sufficient federal funds for the AmeriCorps Program. Any termination, reduction, or delay of CNCS funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of CNCS funds to the Grantee and/or termination of this Agreement.

2.3 **PRIOR COSTS.** If any grantee has received written approval from the Commission to incur certain costs prior to the Award Date of this Agreement, then said written approval and those terms and conditions are incorporated herein and made a part of this Agreement by this reference as if fully set forth.

2.4 **USE OF GRANT FUNDS.** The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 **BUDGET AMENDMENTS.** The following budget changes shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
c) Budget changes which would add costs in a previously unbudgeted line item or that include supplies in excess of $1,000 per item or equipment valued at greater than $5000, regardless of the ten percent budget limitation.

2.6 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 **MEMBER COSTS.** The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), the Commission may reduce the federal funding. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

2.8 **ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, are allowable.

a) For cost reimbursement grantees, the federal share of administrative costs shall be limited to five percent (5%) of the CNCS funds in Sections I and II of the approved budget. The Commission will invoice programs on a quarterly basis for forty percent (40%) of the allowable federal share of administrative costs from Section III of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to the other grant funds expended.
b) Fixed-amount grantees are also subject to having two percent (2%) of their grant retained by the Commission, calculated according to guidance from CNCS. The Commission will invoice programs on a quarterly or other regular basis.

2.9 **UNALLOWABLE COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds that are unallowable, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of

costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 **NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS.** If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the CNCS NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds.

ARTICLE 3 - TERMS OF GRANT

3.1 **GRANT.** The Commission grants $498,783, for the time period of 9/1/2020 to 8/31/2021, to the Grantee for AmeriCorps activities. The services of the Grantee are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the Completion Date.

3.2 **WORK TO BE PERFORMED.** Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the grant activities as specifically outlined in Attachment A entitled "Grant Application" signed on 5/6/2020 and incorporated by this reference, and for such other tasks as Volunteer Iowa and Grantee may agree to in writing.

3.3 **DISASTER DEPLOYMENT.** In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment C, "Iowa AmeriCorps Disaster Response Team Disaster Deployment Agreement".

3.4 **ADMINISTRATION.** The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations and guidance, including those found in Exhibit F, "AmeriCorps Program Director Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 **EVALUATION.** The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other CNCS evaluation requirements. If the Grantee's evaluation plan requires CNCS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff

may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement start date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all Grantees).

4.4 **SUBMISSION OF TAXPAYER IDENTIFICATION NUMBER.** Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents, covenants and warrants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Grantee is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Grantee, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **GRANT APPLICATION.** The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 **PROGRAM WORK AND SERVICES.** The Grantee shall perform in a satisfactory and proper manner, the work and services detailed in the approved Grant Application (Attachment A) by the Completion Date. Such work and services will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), and the AmeriCorps Terms and Conditions. All Grantees are subject to all requirements under 2 CFR Chapters I and II.

6.3 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CNCS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 **MONITORING.** To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the Commission offices, on site at the Grantee's offices, virtually using electronic communications,

or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 **ACCESS TO RECORDS.** The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 **RECORDS RETENTION.** All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final FFR covering the grant. A chart detailing disposition dates of past grants can be found in Exhibit F, AmeriCorps Program Director Manual and on the Volunteer Iowa website. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 **PROGRAMMATIC DOCUMENTATION.** Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f) current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 **NOTIFICATIONS.** In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 **REPORTS.** The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in Ch 1.7 of the AmeriCorps Program Director Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

ITEM	SYSTEM OR FORMAT	DUE DATE (as noted or working day before if due date falls on a weekend or holiday)
Financial Reporting		
Claim and Signed GAX form	Claims component in iowagrants.gov	25th of each month (or on quarterly dates provided in AmeriCorps Program Director Manual, if approved)
Final Claim and Signed GAX	Claims component in iowagrants.gov	Within 30 days of Grant Agreement Completion Date
Federal Financial Report (FFR)	Status Report in iowagrants.gov	April 25, 2021 and October 25, 2021
Unexpended Funds Report	Status Report in iowagrants.gov	April 25, 2021
Budget Modification Request	Status Report in iowagrants.gov	For programs starting August 1, 2020 or September 1, 2020: April 30, 2020 For programs starting January 1, 2021: July 31, 2020
Financial Desk Review	Claims component in iowagrants.gov	As assigned by financial risk/monitoring level
Final FFR	Status Report in iowagrants.gov	Within 60 days of Grant Agreement Completion Date
Annual Audit Form, Second Audit Form & Management Letters	Status Report in iowagrants.gov	Annual Audit form & Management Letter: as part of Program Start Forms (see below) Second Audit Form & Management Letter: within 30 days of audit completion or publication
Closeout Report	Status Report in iowagrants.gov	Within 60 days of Grant Agreement Completion Date
Performance Measure & Program Progress Reporting		
Program Start Forms	Start Form components in iowagrants.gov	*As noted in the Volunteer Iowa Start Forms Schedule & Checklist* For programs starting August 1, 2020 or September 1, 2020: August 1, 2020; September 1, 2020; October 1, 2020

		For programs starting January 1, 2021: December 15, 2020; February 1, 2021; March 1, 2021
Program Progress Reports (Initial, Mid, End, & Final Performance Measure Report)	Status Report in iowagrants.gov	For programs starting August 15, 2020 or September 1, 2020: January 15, 2021; May 15, 2021; December 15, 2021 and/or within 30 days of Grant Agreement Completion Date For programs starting January 1, 2021: April 15, 2021; May 15, 2021; December 15, 2021 and/or within 30 days of Grant Agreement Completion Date
Evaluation Reports	With recompete application	Applies only to certain competitive recompete applicants: As noted in the Volunteer Iowa Request for Applications
Other Reports	various formats	As contained in the AmeriCorps Program Director Manual or as notified by Volunteer Iowa

6.11 **REQUIRED TRAININGS & COMMUNICATIONS.** The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1.7 of the AmeriCorps Program Director Manual (Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), the Iowa Nonprofit Summit (held every other year in odd years, in Iowa), a National Service Regional Conference (in the spring/summer in the North Central region). Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or CNCS monitoring and feedback. The Grantee will have at least one staff member participate in monthly Program Director Webinars led by Volunteer Iowa staff and in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels.

6.12 **AUDIT.**

a) **Single Audit.** Grantees expending $750,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.

b) **Other Audit of Financial Review.** Grantees expending less than $750,000 in federal awards in a year are exempt from any federal audit requirements for that year, but shall comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this

agreement must submit a copy of the audit or review to the Commission within 30 days after completion.

c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM PROPERTY AND INSURANCE.**

a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to $250,000 are paid from the self-insurance pool. Claims exceeding $250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.
Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.
Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 **CERTIFICATIONS.** The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200).

b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

a) Attachments
   i. Attachment A, "GRANT APPLICATION", dated 5/6/2020 on the SF424, form (attached)
   ii. Attachment B, "BUDGET" (attached)
   iii. Attachment C, "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT." (attached if applicable)
   iv. Attachment D, "ADDITIONAL FEES & REPORTING REQUIREMENTS FOR GRANTEES NOT USING THE VOLUNTEER IOWA MEMBER MANAGEMENT SYSTEM." (attached if applicable)

b) Exhibits
   i. Exhibit A, "ACT", The National and Community Service Act of 1990 as amended by the Serve America Act, https://www.nationalservice.gov/sites/default/files/page/Service_Act_09_11_13.pdf
   ii. Exhibit B, "FEDERAL REGULATIONS", 45 CFR §§ 2500-2599, https://www.ecfr.gov/cgi-bin/text-idx?ID=9e5466ae66b0b60241f448502b41433b&mc=true&tpl=/ecfrbrowse/Title45/45chapterXXV.tpl
   iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", 2020 AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
      a. "FY2020 General Grant and Cooperative Agreement Terms and Conditions" https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf
      b. "2020 Terms and Conditions for AmeriCorps State and National Grants" https://egrants.cns.gov/termsandconditions/2020ACSNProgramSpecificTC50820200604.pdf
   iv. Exhibit D, "REQUEST FOR GRANT APPLICATIONS", including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Guidance for 2020 AmeriCorps State and National Grants posted at https://www.iowagrants.gov/insideLinkOpps.jsp?documentPk=1568209761318.
   v. Exhibit E, "APPLICATION INSTRUCTIONS", including the New Project Pre-Application Instructions, Returning Project Pre-Application Instructions, and Volunteer Iowa Final Application Instructions posted at https://www.iowagrants.gov/insideLinkOpps.jsp?documentPk=1568209761318.
   vi. Exhibit F, "AMERICORPS PROGRAM DIRECTOR MANUAL", 2020-2021 AmeriCorps Program Director Manual, which has been distributed by Volunteer Iowa to the Grantee and is posted to the Volunteer Iowa Current AmeriCorps Grantee

Resources page at https://www.volunteeriowa.org/americorps/current-americorps-grantee-resources.

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

a) Articles I through X herein
b) Exhibit A, "ACT"
c) Exhibit B, "FEDERAL REGULATIONS"
d) Exhibit C, "AMERICORPS TERMS & CONDITIONS"
e) Exhibit D, "REQUEST FOR GRANT APPLICATIONS"
f) Exhibit E, "APPLICATION INSTRUCTIONS"
g) Attachment A, "GRANT APPLICATION" including all assurances, certifications, attachments, and pre-award negotiations
h) Attachment B, "BUDGET"
i) Exhibit F, "AMERICORPS PROGRAM DIRECTOR MANUAL"
j) Attachment C "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT"
k) Attachment D "ADDITIONAL FEES & REPORTING REQUIREMENTS FOR GRANTEES NOT USING THE VOLUNTEER IOWA MEMBER MANAGEMENT SYSTEM"

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.
b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, timely and accurate program and financial reporting.
c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Completion Date.

e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.
g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **CORRECTIVE ACTION.** Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on their performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Completion Date. Corrective action may involve the following:

a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline designed to bring the program into compliance that is approved by the Commission. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.
c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

a) Exercise any remedy provided by law,
b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement ("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

a) **Program Income**. All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal CNCS funds. Program income received after the Agreement Completion Date shall be returned to the Commission.

9.2 **REQUEST FOR PAYMENT MODIFICATIONS.**

a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.
b) **Advance payments.** With prior approval, the Grantee may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.
    i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
    ii. **Discontinuing advance payments.** The Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by

reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.

iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of CNCS funds, this interest shall be returned to Volunteer Iowa.

9.3 **MATCHING REQUIREMENTS.**

a) The Grantee agrees to provide local matching contribution to the Program as defined in the "Grantee Share" column of the budget shown in Attachment B, "Budget". The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.

b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by CNCS, used to carry out its Program. This includes other federal funds expended by Program Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).

c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

a) **Serious risk to persons or property.**
b) **Violations of Federal, state or local criminal statutes.**

c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.**

a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
   i. **For Convenience.** With thirty (30) days notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.
   ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8.
   iii. **Due to Non-appropriation or Reduction of CNCS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment of services rendered prior to termination.
b) **Procedures Upon Termination.**
   i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible.
   ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.
   iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the of receipt of Notice of Termination.

10.4 **SURVIVAL OF AGREEMENT.** If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

10.5 **GOVERNING LAW.** This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

10.6 **AMENDMENT.**

a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by both the Commission and the Grantee, unless otherwise specified within the amendment.

b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.

c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require CNCS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 **NOTICES.** Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via electronic means (such as email), with a read receipt requested, to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 **WAIVERS.** No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment B. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 **ENFORCEMENT EXPENSES.**

a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.
b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

10.11 **HEADINGS.** The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.12 **PROGRAM NONDISCRIMINATION.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee, member or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, gender identity, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

Grant Agreement Number: 20-AC-02

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the Award Date first stated.

For City of Davenport

_____

Mallory Merritt
Assistant City Administrator

For Iowa Commission on Volunteer Service

_____

Adam Lounsbury
Executive Director

For the purposes of this Agreement, please add the following designees:

Program Representative Name and Title:

_____

Financial Officer Name and Title:

_____

Please indicate below your participation in the Iowa AmeriCorps Disaster Response Team:

☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team
☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team
If yes, designate a contact person for the Disaster Response Team.

Iowa AmeriCorps Disaster Response Team Program Administrator Name and Title:

_____

Attachment A
Grant Application

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE: 17-DEC-19	STATE APPLICATION IDENTIFIER:
2b. APPLICATION ID: 20AC220773	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER: 18ACHIA0010011

5. APPLICATION INFORMATION

LEGAL NAME: City of Davenport

DUNS NUMBER: 020156857

ADDRESS (give street address, city, state, zip code and county):
700 W River Dr
Davenport IA 52802 - 1405
County:

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Theresa M. Hauman
TELEPHONE NUMBER: (563) 888-2217
FAX NUMBER: (563) 888-2020
INTERNET E-MAIL ADDRESS: thauman@ci.davenport.ia.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
426004463

7. TYPE OF APPLICANT:
7a. Local Government - Municipal
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [X] NEW/PREVIOUS GRANTEE
[ ] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below):*

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006
10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
City of Davenport AmeriCorps/Youth Corps Program
11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Davenport, low a and surrounding Quad Cities Communities

13. PROPOSED PROJECT: START DATE: 09/01/20 END DATE: 08/31/21

14. CONGRESSIONAL DISTRICT OF: a.Applicant [IA 02] b.Program [IA 02]

15. ESTIMATED FUNDING: Year #: [1]

a. FEDERAL	$ 498,783.00
b. APPLICANT	$ 501,464.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 0.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 1,000,247.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES if "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Theresa M. Hauman	b. TITLE:	c. TELEPHONE NUMBER: (563) 888-2217
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 05/06/20

Narratives

Executive Summary

The City of Davenport proposes to have 103 AmeriCorps members who will perform service activities such as attendance support, academic support, mentoring support and recruitment, community outreach, interactive educational programs and other educational support activities at Big Brothers Big Sisters, Davenport Community Schools, Stepping Stones, Davenport Parks and Recreation, Davenport Library, Girl Scouts, The Putnam Museum and other organizations focusing on educational experiences. At the end of the first program year, the AmeriCorps members will be responsible for helping to raise the attendance rates, job readiness, and reading proficiency, and decreasing the high-risk behaviors for Davenport community schools students. In addition, the AmeriCorps members will leverage an additional 200 volunteers who will be engaged in supporting educational mentoring activities with youth.

This program will focus on the CNCS focus area of education. The CNCS investment of $498,783 will be matched with $501,464; $431,296 in public funding and $70,168 private funding.

Rationale and Approach/Program Design

COMMUNITY PROBLEM/NEED: The City of Davenport has a crisis in having the largest drop out rate in the area. There is a large loss of social and economic capital in our community due to 17.4% of high school students in Davenport not graduating on time with a high school diploma. According to the National Attendance Works Initiative (2019), studies show that missing just 10% or more of school, whether absences are excused, unexcused or due to suspension, predicts lower levels of numeracy and literacy by third grade, class failure in middle school, higher levels of suspension, higher likelihood of high school dropout and lower levels of persistence in college. The academic impact of absenteeism is greatest for children living in poverty whose families typically have fewer and less access to resources to make up for the lost school learning opportunities. New challenges have arisen that are directly correlated with risk of dropping out of school. For example, during the 2010-2011 academic year, 54.7% of Davenport students were eligible for free or reduced school meals. By the 2018-2019 academic year, 64.8% of students had free or reduced meal eligibility, given that free or reduced meals are the primary way that schools understand student poverty, this is a significant change.

Another challenge is the growing problem of income and ethnic disproportionality in achievement scores, identification for special education, and suspensions/expulsions. Each of these school-related problems are highly correlated to high school graduation rates, and disproportionately impact students

of color and students with disabilities, especially emotional and behavioral disabilities. Black and Hispanic youth are more likely than non-Hispanic white or Asian youth to have dropped out of high school (Child Trends Databank, 2018). Students who come from low income families are seven times more likely to drop out than those from families with higher incomes. In addition, suspension from school increased the chance of leaving school prior to graduation from 16% to 32%. The effects of exclusion can be cumulative, with each additional suspension increasing the risk of dropping out by 10% (Balfanz, Byrnes, & Fox, 2012). Students with learning or attention challenges are three times more likely to drop out of school (Ravipati, 2017).

The educational, social, economic, and community issues that are involved in increasing graduation rates are complex. According to the California Dropout Research Project, as early as elementary school, students who are at higher risk for eventual school dropout can be identified and prevention strategies offered to mediate these risk factors (Rumberger & Lim, 2008). Among these factors are low socio-economic status, ethnic minority status, behavior issues, low academic achievement, low attendance, and lack of a supportive adult at home who is engaged in the child's school.

Approximately 720 elementary aged students in Davenport experience chronic absenteeism-defined as missing twenty or more days of school in a typical 180 day school year. Research shows that students who are chronically absent are over three times more likely to drop out of school than their peers.

Among Davenport Community School's elementary school students who take standardized tests, between 63%-70% are not proficient. Low academic achievement is significantly linked to eventual high school dropout rates.

INTERVENTIONS/OUTCOMES: The community problem of raising the graduation rate is a complex one, therefore, a multi-level, interdisciplinary approach that addresses both the academic and psycho-social needs of high-risk youth is warranted. So the answer has been a multi-faceted approach with four main components: attendance, homework and learning support, mentoring, and summer youth corps/career exploration. According to the Search Institute's 40 Developmental Assets framework, specific environments, activities, and strategies have been found to both mediate risk factors and increase assets (Benson, Scales & Roehlkepartain, 2010). The interventions provided by the program address these Developmental Assets.

ATTENDANCE: The AmeriCorps project will provide targeted supports to elementary school students who are chronically absent from school, most usually those in poverty. Using one of the best practices identified by the Attendance Works, 20 Quarter-Time AmeriCorps members will engage 10-15 chronically absent elementary school students for 10-15 hours every week in specific relationship-

building activities that are designed to facilitate a caring school climate (Developmental Asset 5) school engagement (Developmental Asset 22), achievement motivation (Developmental Asset 21), and bonding to school (Developmental Asset 24) to reduce absences and facilitate a more positive academic trajectory. Performance measure ED1A will have 200 chronically absent students receive services through the CNCS-supported Attendance Works Program. Members will meet with their caseload for 9-week quarters, with regular check-ins in 1:1 and small group sessions. By providing contact to "check-in" and make sure students are attending school, AmeriCorps Members will help 150 students show increased positive engagement in school (attitudes and behaviors), and a reduction in risk factors such as emotional disconnection from school, school absences, missed class content or assignments, and behavioral problems. Performance measure ED6 will show 150 students with an attendance improvement (students with any attendance improvement will be counted). In the first two years of this program the targets were hit for our output and just short proportionally for our outcome of moving students off the chronically absent list. We believe we will hit the targets with continued growth in recruiting these positions.

HOMEWORK AND LEARNING SUPPORT: The 15 Half-time and Quarter-time AmeriCorps Members serving at the Stepping Stones Program will support homework completion (Developmental Asset 23), and reading and math supports during the out of school time and summer hours to increase academic achievement (Developmental Asset 21) among high risk youth, thereby addressing the primary risk factor for eventual school dropout within this age bracket. Stepping Stones is a collaborative kindergarten-5th grade after school and summer program between the Davenport Community Schools and Davenport Parks and Recreation. Members support the program through school year, and summer positions by bringing enrichment, STEAM activities and small group support to the students at the district's highest-need buildings. This helps to increase the attention that each at-risk student needs. Members serve approximately 20 hours a week during the school year, and 40 hours a week during the summer, so there is a consistent relationship-building component that adds to the impact a member can make for the students.

13, HT members, and 8 QT hour members will serve at various out-of-school time sites such as Davenport Parks and Recreation, Davenport Library, Girl Scouts of the Mississippi Valley, Freight House Farmer's Market, and the Putnam Museum of Science to focus on interactive educational STEAM activities by providing enrichment services and outreach to school and community youth programs. All of these members will also help the youth they work with experience better learning engagement (Developmental Asset 22) and constructive use of time in a child program

(Developmental Asset 18).

MENTORING: For youth ages kindergarten through high school, the AmeriCorps project will expand the role of Big Brothers Big Sisters (BBBS) through 7 Full-time Members serving high risk Davenport youth. Members will both increase the capacity of BBBS to engage students who are already receiving services (thereby increasing impact), but also recruit new volunteers to increase the number of Big-Little matches. These full-time members support BBBS by serving 35 hours a week doing match recruitment, training, and setting up match activities. These members will help to build matches which helping to provide mentors supporting youth (Developmental Assets 3, 14, and 35).

SUMMER YOUTH CORPS/CAREER EXPLORATION: City of Davenport Youth AmeriCorps Program will engage 40 economically disadvantaged high school youth who have not obtained their high school diploma or equivalent as Youth AmeriCorps Members, for 32 hours of training and service per week for 12 weeks during the summer. Members will engage in career exploration and service learning (Developmental Asset 9) where they will acquire skills to be used in the workforce. Youth AmeriCorps Members will build mentoring relationships that focus on professional development (Developmental Asset 7). On average, these Youth AmeriCorps Members will show a minimum of a 25% increase in their personal efficacy around at least one of three items from the CNCS Future Aspiration Survey administered pre and post term of service: 1) Certainty in graduating from high school; 2) Certainty in graduating from high school on time; 3) Certainty in attending post-secondary education or training of some type.

EVIDENCE: The City of Davenport AmeriCorps/Youth Corps Program is an evidence based program at the preliminary evidence tier.

SUMMER YOUTH CORPS/CAREER EXPLORATION: Through cross-sector, multidisciplinary approaches outlined in our Theory of Change, we can continue to reduce the risk factors that contribute to youth dropping out of high school. The City of Davenport AmeriCorps / Youth Corps Program participated in the CNCS sponsored AmeriCorps Opportunity Evaluation Bundling Project. This evaluation ran from summer of 2014-2018. The Youth Corps members studied were both delivering the intervention and the beneficiary population of the intervention. The members chosen were high risk (at least 2-3 risk factors before chosen to be a Youth AmeriCorps Member- YC). We were chosen to be a part of this national evaluation because of our overall program goal of raising our graduation rate, and because we had been recruiting "opportunity youth" as members and engaging them in community service projects with the aim to advance their education, employment, and civic engagement for those who participated. Our members were serving minimum time terms (300

hours) for 12 weeks in the summer. The Youth AmeriCorps members were given a pre-survey when they were on-boarded at orientation and a post survey when exiting. JBS bundled our program into a single quasi-experimental evaluation using a propensity-score matched comparison group. The study assessed whether those YC members showed greater improvements in education, employment, and civic engagement outcomes than comparison youth. Throughout their service YC members served at sites that had adult role models as their supervisors, stressing how education helps in whatever they are interested in doing. There were also weekly debriefings and trainings that focused on soft skills and other important habits to successfully serve and to be successful in the future. While the AmeriCorps Opportunity oOuth were not statistically more likely to show improvements than the comparison group on key outcomes (high school completion, course completion, current employment status, hourly wages, and longest employment), they did show important improvements in all areas based on the pre/posttest results. Based on these findings, we have focused on working with our YC to highlight the importance of graduating to meet their future goals, and added more training in career goal setting. We also realized that YC who successfully completed our program were more likely report the importance of graduating to achieve their future career goals. This was a key finding and something we implemented into our structure.

ATTENDANCE: This project supports an intentional, community-wide effort to reduce the risk factors associated with dropping out of high school, while also building the developmental assets that promote resiliency in youth, protecting them from adverse conditions and experiences. Since Davenport rallied broad-based, cross-sector support for encouraging high school completion, significant improvements have been made in reducing dropouts. Local government, private nonprofits, businesses and faith-based organizations worked together in a variety of ways to provide both tangible support to struggling youth, as well as to engage in discussion that supported a cultural shift for youth such that dropping out is not acceptable. Since the 2010-2011 academic year, when Davenport had the state's highest high school dropout rate at 10.12%, dropout rates have been reduced to 5.25% during the 2016-2017 academic year (Iowa Public Schools Drop-out and Graduation Data, 2017). The resources and supplemental services provide through AmeriCorps have directly impacted this success. The first two years of the Davenport Attendance Works intervention, AmeriCorps members served 569 unduplicated students, moving 243 (43%) off the chronically absent list.

HOMEWORK AND LEARNING SUPPORT: The City of Davenport's AmeriCorps programs are collaboratively designed and implemented in ways that add supports and services throughout our community where at-risk youth live, go to school and recreate. A meta-analysis of 35 quasi-

experimental design studies of similar out of school time programs showed statistically significant positive effects of these programs on both reading and mathematics student achievement when academic support, such as tutoring and homework assistance were a core component of the programs (Lauer, Akiba, Wilkerson, Apthorp, Shnow & Martin-Green, 2006).

MENTORING: Widely considered to be foundational to understanding mentoring programs such as Big Brothers Big Sisters (BBBS), the Public/Private Ventures research organization's experimental study of BBBS showed that youth participants were significantly less likely to engage in substance use and criminal activity, and more likely to be engaged in their school (Tierney, Grossman & Resch, 2000). Youth participants also show improved quality of class work, reduction in behavioral problems, and reduction in absenteeism all issues strongly correlated to graduating from high school. More recent data shows that matches that are chosen more intentionally, supported more specifically, and more embedded in natural support structures for the youth (e.g. school) result in more sustainable matches, and better outcomes. For our City of Davenport Program the first two years BB-BS members recruited, screened and trained 380 new match "Big's", 177 of those matches were sustained for more than 6 months, and 196 of the students in a mentoring relationship showed an increase in positive participation in school according to their teachers on the Youth Surveys.

MEMBER EXPERIENCE: The City of Davenport AmeriCorps program is proud to be the #3 ranked AmeriCity of Small Cities for AmeriCorps Members. We recruit local members to serve Davenport youth because they have the ability to relate and understand the hardships faced by this target population. Members are recruited through the psychology, sociology, and education departments of our local colleges, through senior service and retired persons groups, as well as through members who have previously served in our program. Members are considered skilled volunteers; including them in decision making processes and valuing their strengths is an expectation that we as an AmeriCorps program hold. Through their service experience, members will gain transferable communication, problem solving, conflict resolution, decision making, and time management skills. In addition, members gain hands-on experiences in social and human services that are unlike experiences they get in the classroom, making members valuable candidates for the workforce after they successfully complete their term of service. It is our hope that employers will look at this structured AmeriCorps experience as more than a volunteer opportunity, and we do much outreach to educate local employers of that fact.

The City of Davenport AmeriCorps sites provide their AmeriCorps members with meaningful service opportunities by engaging members based on their personal and professional interests. They then

connect the interest of the member to the overall mission of the organization as well as the overall goal of the program. All members are asked to think about their service by completing a reflection project that highlights their service over the entirety of their term. Our program believes that the most important part of a member's service-learning experience is being able to look back at an experience and consider how it might have impacted themselves or those around them. Reflection in service offers a member a way to look back at complex problems through a new lens. Using reflection, members examine their experiences, evaluate them, and apply new insights to future experiences. Members are then able to build skills necessary for analyzing and solving problems and developing creative solutions.

As part of their orientation and regular quarterly training sessions, members will learn the history, structure, and purpose of the AmeriCorps program; being able to affiliate themselves with AmeriCorps, as well as learn and review prohibited AmeriCorps activities. In addition, City of Davenport AmeriCorps Members will coordinate with local AmeriCorps and VISTA members from other Quad-Cities-based CNCS grants on large-scale community service projects, giving them perspective of AmeriCorps impact.

All City of Davenport AmeriCorps members will be required to wear AmeriCorps gear at all times while serving (i.e. Sweatshirt, T-shirt, Long Sleeve Shirts, Polo, and Lanyard). This gear will increase the community's awareness of the AmeriCorps program as well as enhance member recognition. Staff and Community Members of service sites will know AmeriCorps Members are present by members verbally designating themselves as AmeriCorps members, wearing designated AmeriCorps gear and the service that the member provides is unique, neither displacing nor duplicating that of a staffed position.

Organizational Capability

ORGANIZATIONAL BACKGROUND & STAFFING: The City of Davenport is a proud AmeriCorps partner, having been competitively funded for the last 6 years. Our experiences have taught us that a grant of this size requires an intentional staffing structure; internally this includes a Program Director with over 9 years of experience managing the grant, an AmeriCorps Manager who is new to Direct Management of an AmeriCorps Program, an AmeriCorps Assistant Manager who is an AmeriCorps Alum and has 1 year of program supervision and implementation, and a Youth Corps Coordinator who provides direct support to our Youth AmeriCorps Members. The Program Director will be responsible for grant oversight, fiscal management, and partnership development and support. The Program Manager will provide support and supplemental assistance to Site Supervisors in regard to

member management, compliance, recruitment; in addition she will provide assistance to the Members. The Admin. Assistant will reinforce compliance initiatives: file management, NSOPW check, state checks, FBI fingerprinting, and member timesheets.

The staff work closely with member sites to provide supplemental assistance to Site Supervisors including member management and recruitment. The program's management structure includes representatives of our partners. Big Brothers Big Sisters, also a previous Iowa AmeriCorps Competitive Grant holder, supplies 3 Site Supervisors. The Davenport Community School District supplies our program with an AmeriCorps Alumni and veteran site supervisor. The AmeriCorps District Coordinator will oversee 20 Attendance Works members in order to give direct support and supervision and will oversee Stepping Stones members. This adds a Veteran Alum Site Supervisor to the mix, facilitating member supervision at high-needs schools that require extra community support. Similar to Stepping Stones, Girls Scouts and Putnam will be supplying AmeriCorps Alums as their Site Supervisors. The City's Parks and Recreation Division will supply 6 site supervisors, all of whpm have had previous experience supervising AmeriCorps members. Any other Site Supervisors receive a thorough training on the policies and procedures of AmeriCorps as well as attend orientation with their members. Youth AmeriCorps Members will be supervised by an upper-level manager at their designated service site. These managers are chosen for their expertise in their profession and their experience with working with at-risk youth. Both new and veteran Youth AmeriCorps Site Supervisors will be supported and trained by the AmeriCorps Administration.

To complement the above structure we have an evaluator in place from Iowa State Extension who will work with each site to ensure data collection is on target for appropriate reporting periods as well as lead any evaluation projects necessary. This evaluator has 25+ years of evaluation experience and has been a part of the AmeriCorps Program for the last 6 years. She successfully led participation in the CNCS-bundled evaluation project in 2015.

The City of Davenport as the responsible fiscal agent for this AmeriCorps Program has ample experience managing federal grants and has sustainable resources to meet the match obligations. The City has committed the staff and resources necessary to make this AmeriCorps program successful. The new Davenport Community Schools Superintendent along with the Mayor and City Council are passionate about students' achieving success in life though graduation of high school. The responsibility with leading this initiative is a priority within the community.

COMPLIANCE & ACCOUNTABILTY: The City of Davenport AmeriCorps Program has implemented a series of tools to create a standard of accountability and compliance. We recognize that a program of

this magnitude requires a large management team; we have the equivalent of 4 full time staff providing 2 yearly site visits, quarterly file audits, and bi-weekly time-sheet auditing. All of our partner sites must agree to a minimum of one site visit a year from our Program Manager or Admin. Assistant, in which they will mitigate risk through a series of questions posed at both the site supervisor and member to ensure compliance and safety. In addition, the Program Director will work the administrative team to ensure the "Member Records File Monitoring form" provided by the Iowa Commission as well as the NSCHC Documentation Checklist are being utilized for every member file. The Program Manager and Admin. Assistant will also regularly review member timesheets and site supervisors' approvals using the OnCorps Timesheet Check Process' retrieved from the Iowa Commission. Lastly, at least one if not all of the management team members are expected to attend all trainings put on by the Iowa Commission that highlight Compliance and Accountability.

In addition to the key staff that support and run this program, we have implemented a Memorandum of Understanding (MOU) with each service site outlining all of the Prohibited Activities, policies and procedures to maintain the highest quality program. This MOU is a binding agreement between the City of Davenport AmeriCorps Program and the Service Site explicitly stating that, as the grant holder, we will hold our service site locations accountable if instances of risk or noncompliance are identified. If any violation is found on the basis of a Prohibited Activity, given the situation the site may be subject to a fine, removal of a site supervisor or member, or immediate closure. We reference the MOU to uphold quality standards of compliance and accountability for both parties. However, the expectations within the MOU do not go without training on the site supervisors' part; attending quarterly trainings given by the Program Manager that reinforce Prohibited Activities is a requirement of each one of our site supervisors. It is also important to note that Members attend quarterly trainings in which the AmeriCorps Director or AmeriCorps Program Manager intentionally focuses on and reviews Prohibited Activities, policies and procedures throughout the year.

Finally we place a large emphasis on our fiscal responsibility to the grant. The City of Davenport is not a stranger to federal grant management. The accountant responsible for financial documentation has been responsible for moving our program from a moderate risk program to a low risk program due to her diligence in reporting. We continue to work with the commission to report correctly, efficiently, and in the timely manner necessary to be held accountable and maintain our low risk rating.

Cost Effectiveness and Budget Adequacy

See budget

Narratives

Evaluation Summary or Plan

EVALUATION PLAN:

The City of Davenport AmeriCorps project uses a comprehensive, collaborative model to improve high school graduation rates by targeting prevention and intervention programs and services to students where they will have the greatest impact. Through a three-step model of primary prevention, primary intervention and secondary intervention services, 103 AmeriCorps members serve in education, non-profit, and municipal organizations to provide new or enhanced services that directly reduce risk factors associated with high school dropout.

Evaluation Scope

As a grantee receiving Corporation funds of less than $500,000 annually, City of Davenport will go beyond the minimum requirement of a process evaluation to conduct an external outcome evaluation. The proposed evaluation for the 2020-2023 grant cycle will focus on measuring a matrix for best practices in the strategies implemented by our Attendance Works AmeriCorps Members, a large component of the overall AmeriCorps plan, the AmeriCorps Attendance Works project. This project aims to reduce chronic absenteeism in high-risk elementary school students, a key early warning factor that places students on a trajectory associated with lower rates of high school graduation.

Theory of Change

The educational, social, economic, and community issues that are involved in increasing graduation rates are complex. Therefore, a multi-level, interdisciplinary approach that addresses both the academic and psycho-social needs of high-risk youth is warranted. This project supports an intentional, community-wide effort to reduce the risk factors associated with dropping out of high school, while also building the developmental assets that promote resiliency in youth, protecting them from adverse conditions and experiences.

Approximately 720 elementary aged students in Davenport experience chronic absenteeism-defined as missing twenty or more days of school in a typical 180 day school year. Research shows that students who are chronically absent are more than three times more likely to drop out of school than their peers.

The AmeriCorps project will provide targeted supports to elementary school students who are chronically absent from school, most usually those in poverty. Using one of the best practices identified by the Attendance Works, 20 Quarter-Time AmeriCorps members will engage 10-15 elementary school students for 10-15 hours every week who are chronically absent in specific

relationship-building activities that are designed to facilitate school engagement (Developmental Asset 22), achievement motivation (Developmental Asset 21), and bonding to school (Developmental Asset 24) to reduce absences and facilitate a more positive academic trajectory. Performance measure ED1A will have 200 chronically absent students receive services through the CNCS supported Attendance Works Program. Members will meet with their caseload for 9 week quarters, with daily check ins in 1:1 and small group sessions. Students will be considered served when they are formally added to the AmeriCorps Data Collection spreadsheet on the first day of each school quarter. Program staff will review submitted timesheets to ensure no duplicate listings of students served. Attendance works AmeriCorps Members will show increased attendance to target outcome ED 6. 150 Students will show increased positive engagement in school (attitudes and behaviors), and a reduction in risk factors such as emotional disconnection from school, school absences, missed class content or assignments, and behavioral problems through better attendance By providing daily check in contact to "check-in" and make sure they are attending school. The first two years of this program the targets were hit in ED1A and just short proportionally for those removed off the chronically absent list. We believe we will hit the targets with continued growth in recruiting these positions.

The AmeriCorps project will provide targeted supports to elementary school students who are chronically absent from school, most usually those in poverty. According to the National Attendance Works Initiative (2019), studies show that missing just 10 percent or more of school, whether absences are excused, unexcused or due to suspension, predicts lower levels of numeracy and literacy by third grade, class failure in middle school, higher levels of suspension, higher likelihood of high school dropout and lower levels of persistence in college. The academic impact of absenteeism is greatest for children living in poverty whose families typically have fewer and less access to resources to make up for the lost school learning opportunities. Using one of the best practices identified by the Attendance Works, AmeriCorps members will engage 10-15 elementary school students who are chronically absent in specific relationship-building activities that are designed to facilitate school engagement (Developmental Asset 22), achievement motivation (Developmental Asset 21), and bonding to school (Developmental Asset 24) to reduce absences and facilitate a more positive academic trajectory.

Both the prevention efforts at the elementary level, and the intervention efforts at the high school level supported by this AmeriCorps project, center around the concept of engagement as being the primary vehicle by which communities can keep students on track to graduate, and interrupt negative trajectories for students who are not on track to graduate. In essence, engagement is the ultimate

asset that protects against risk. The common theme among effective practices in dropout prevention strategies is that they impact the motivation of students by addressing underlying psychological variables shown to be critical in school completion: competence, control, beliefs about the value of education, and a sense of belonging (National Research Council, 2004). By using a data-driven approach to identifying high-risk youth, and addressing prevention and intervention at various ages and with multiple strategies, academic engagement, social engagement and emotional engagement can be developed and nurtured in ways that mediate risk factors and build assets for Davenport's youth.

Outcome of Interest

Chronic absence (missing so much school that a student is academically at risk) is one of the earliest signs of lack of an equal opportunity to learn. Studies show that missing just 10% or more of school, whether absences are excused, unexcused or due to suspension, predicts lower levels of numeracy and literacy by third grade, class failure in middle school, higher levels of suspension, higher likelihood of high school dropout and lower levels of persistence in college. The academic impact of absenteeism is greatest for children living in poverty whose families typically have fewer and less access to resources to make up for the lost school learning opportunities.

The outcome assessed during this evaluation is:

Students will demonstrate improved school attendance, moving from chronically absent (during baseline assessment) to not chronically absent (during post-intervention) using Iowa Department of Education criteria of 10% or more absences being considered chronically absent. We will use this data and five common strategies implemented by the members to serve the students, then evaluate best strategies for effectively serving the students to achieve better attendance.

Evaluation Question

This outcome evaluation will address the following questions:

What outcome does regular, one-on-one and small group relationship-based mentorship have on the school attendance of chronically absent elementary schoolers?

Which type of intervention is most effective?

Proposed Evaluation Design/Outcome Evaluation

This outcome evaluation uses a variation of a within-subjects design, where participants act as their own comparison group, first by receiving no attendance intervention, and then by receiving one of 5 prescribed attendance interventions for 9 weeks. School absenteeism rates were compared before and after the intervention. We will utilize those most effective interventions to evaluate best practices.

Narratives

Using the national Attendance Works recommendations as a model, AmeriCorps members were placed in Davenport Elementary Schools to provide additional student support to reach this goal by building positive relationships with students, and working alongside school staff to communicate with and support families with attendance challenges.

Members serve a caseload of 10-15 economically disadvantaged (CNCS definition) and chronically absent (more than 11% of possible school days) students per academic quarter. These students were provided with relationally-based supports at the Attendance Works Tier 2 level.

Referred to as the Attendance Works AmeriCorps members, these individuals ranged from college students to members of faith-based organizations who partner with specific schools. They were trained to understand school culture, poverty and related risk factors, working with diverse audiences, and to provide empathy, validation and support to students. Using well-known strategies such as Check In, Check Out, lunch groups, attendance charts, etc., members developed relationships with students in ways that helped them feel socially and psychologically connected to school, while also improving students efficacy for school achievement. Members served their caseload of students for 10-15 hours per week.

The overall goal of this project is that students will move from chronically absent to not chronically absent, using the Iowa Department of Education definitions.

Methodology Strengths

As the AmeriCorps team planned evaluation strategies, careful attention was paid to internal validity. Internal validity refers to: how well does the evaluation measure what it is supposed to measure (the impact of the intervention), and rule out alternative explanations for the findings (extraneous variables).

In outcome evaluation, it is difficult to control for extraneous variables well, because evaluation and assessment is being conducted in the real world. Some of the most powerful techniques that are used to control of extraneous variables usually cannot be done in applied settings (e.g. randomized control groups, matched sets, etc.), so careful review of the most common threats to internal validity is necessary.

In the outcome evaluation for Attendance Works, secondary data sources are used, where the participants are their own control group. As a result, the following common threats to internal validity are addressed through the design method:

Testing Effects: No assessments were given to participants. Only secondary data sources were used.

Narratives

Instrumentality: It is assumed that the attendance secretary, employed by the school, used the same standard of what is considered absent for the entire school year as set by school policy. Attendance Works members were not involved in this designation.

Mortality/differential attrition: Participants who moved out of a school attendance area during the intervention were excluded from the data.

Diffusion: Because participants were their one control group, there is no diffusion possible onto a separate comparison group.

Experimenter bias: Attendance Works members were not involved in the designation of participants as absent or not.

Methodology Limitations

The largest threats to internal validity in this study are:

1) History: changes that occur as a result of the passage of time

2) Maturation: changes in the participant during or between pre and post assessment

3) Regression toward the mean: when participants are chosen as a result of extreme scores, their scores are likely to regress toward the mean regardless of participation in an intervention

The primary way to control for history and maturation when participants are their own comparison group is to ensure that the time devoted to data collection for baseline is the same time devoted to intervention data collection. Even though the literal time (e.g. actual months) are not the same as they would be for an actual comparison group, this still attempts to address the issue.

To control for regression toward the mean, we cannot literally prevent students who have extreme absenteeism (scores) from naturally decreasing their absenteeism in the intervention period (regression toward the mean.) However, what we can do is ensure the number of days of data collection is the same between baseline and intervention to be sure that there is an equivalent chance of extreme scores in both the baseline data collection and intervention data collection time period.

In addition, process control becomes even more important when the statistics used to describe the data are descriptive, using measures of central tendency. These are the least powerful statistics that are most susceptible to misrepresentation of data. For these reasons, it is important to the validity of this evaluation that the baseline time period and the intervention time period be the same.

Data Collection

Sample

The participants in this project are kindergarten through fifth grade students enrolled in one of twenty Davenport elementary schools who have been identified as chronically absent (absent for 11% of more

of school days). All students are eligible for school fee waivers due to their designation as low-income and/or attend an elementary school designated as CEP (Community Eligibility Provision) by the United States Department of Agriculture. Participants were selected based on secondary data sources that indicated the two inclusion criteria (chronically absent and income), and then school counselor, administrator, and/or student support team perception of the likelihood that the students would benefit from the intervention. These perceptions were often determined by the reason(s) for chronic absenteeism.

Instruments

There are two data collection tools used in this evaluation. First, the Davenport School District uses a student management system (SMS) called Infinite Campus (IC) that acts as a repository for all student data including demographics, health, special education, fee-waiver status, attendance, behavior, grades, etc. AmeriCorps members serving within this Attendance Works effort, were given restricted access to IC to be able to view some elements of student data.

Second, AmeriCorps members use the Attendance Works AmeriCorps Data Collection Spreadsheet to collect information about each student on his/her caseload using both information from IC, as well as their own data about interventions utilized.

Data Collection Process

Each AmeriCorps member is provided face-to-face training, access to a training screencast, and a training manual to ensure fidelity of data collection. First, members are provided a list of 10-15 students who met income criteria for inclusion in the Attendance Works intervention, and school team members think would benefit from the intervention. Members use Davenport Schools Infinite Campus (student management system), to check to be sure students on the list are chronically absent for the previous academic quarter. For example, the student list provided to members for the first quarter of the academic year would be checked for chronically absent status during the last quarter of the previous academic year. If students meet the minimum criteria for inclusion (11% or more absences from school), then that student is included in the members'' caseload for that academic quarter. Then members complete an online spreadsheet that provides information about each student, as follows: Student initials; Student ID number (unique identifier); Sex of student; Age of student; Ethnicity of student; Number of days student was absent during baseline (defined as the previous academic quarter); Percent (%) of days the student was absent during baseline.

This data is drawn from Davenport Schools Infinite Campus (student management system).

Narratives

Throughout the academic quarter, members add information regarding the relationship-based interventions used to support students¿ attendance to their spreadsheet.

At the end of each academic quarter, members return to Infinite Campus to collect data used to determine the number and percentage of absences during the time of intervention, as follows:

Number of days student was absent during intervention period (defined as the number of days the student was on the member's caseload)

Percent of days the student was absent during intervention period

Students who continued to show chronic absenteeism during the intervention period remain on the member's caseload for the following academic quarter. Students who reduce their absences to below "chronic" status, are served by other non-AmeriCorps related supports within the school.

Data Analysis Plan

Both output and outcome data are collected for this project on a quarterly basis. AmeriCorps members use the Attendance Works AmeriCorps Data Collection Spreadsheet to collect baseline and post-intervention attendance about each student served, and submit the data to the project evaluator for fidelity checks. Using descriptive statistics, data is graphed in aggregate and disaggregate form and used for both continuous improvement processes with AmeriCorps members and site supervisors, as well as provided to AmeriCorps stakeholders (school administration, community partners, etc.) to inform and support community-wide attendance efforts.

Quarter One data report: November of each year

Quarter Two data report: January of each year

Quarter Three data report; April of each year

Quarter Four Data report: June of each year

Annual report: August of each year

Evaluator Qualifications

The evaluation will be completed in a cooperative process between the project evaluator, AmeriCorps members and respective school-based staff. The external project evaluator is Jennifer Best, MS Ed., CFLE, CFCS-HDFS, BCC. She is an Educator with Iowa State University Extension and Outreach, supporting community-based projects with youth, family and community programs that improve quality of life in our area. She has assisted local organizations with project design, implementation, training and evaluation for over twenty years, including previous AmeriCorps experience and extensive experience with school-based programs. Jennifer also teaches at St. Ambrose University in the department of psychology. One of her courses is Methods of Research. She also frequently

supervises students as they learn about applied research and evaluation through hands-on projects that serve the community. School Staff, and The Davenport Community School Site Supervisor will help to ensure that all members are using only the 5 prescribed strategies to evaluate which strategies are most effective.

Budget

$4,500 per year for each year of the three-year grant cycle for data analysis, the external evaluator, and any associated costs for the development of program evaluation report.

Amendment Justification

N/A

Clarification Summary

20-21 Clarifications.

Programmatic resolutions:

1. Please provide more detail of the service related activity AmeriCorps members will be participating in with the Summer Youth Corps/Career Exploration. It is clear the members will benefit from gaining professional development skills, but it is unclear what service they will be performing for the benefit of the community.

RESPONSE:

The City of Davenport Youth AmeriCorps Members provide service at many public and nonprofit partner sites throughout the summer. They complete 300 hours of service at such sites as Davenport Parks and Recreation Beautification Crews, where 4-6 Youth Corps Members serve on beautification teams that do projects that city staff cannot get to such as clean-up parks, paint bridges, help put in retaining walls, and other things identified by the community, City Council, the Mayor and the Davenport parks and recreation Director, etc.... Some Youth Corps serve at Nahant Marsh and help to do environmental enhancement projects. Some Youth Corps members serve at The Scott County Family Y helping to bring one on one support to their camps and other family programs. All the members are placed at sites ;like above or other nonprofit sites that both benefit our community and help us build relationship with the Youth Corps members so they learn important job skills and the importance of education in regard to their future employment.

2. Please revise the Executive Summary to conform to the requirements specified in the 2020 AmeriCorps State and National Application instructions. In addition, the matched funds listed in the Executive Summary should be broken down between public and private funding sources as illustrated

in the template.

RESPONSE:

The following was edited into the Executive Summary Section.

The City of Davenport proposes to have 103 AmeriCorps members who will perform service activities such as attendance support, academic support, mentoring support and recruitment, community outreach, interactive educational programs and other educational support activities at Big Brothers Big Sisters, Davenport Community Schools, Stepping Stones, Davenport Parks and Recreation, Davenport Library, Girl Scouts, The Putnam Museum and other organizations focusing on educational experiences. At the end of the first program year, the AmeriCorps members will be responsible for helping to raise the attendance rates, job readiness, and reading proficiency, and decreasing the high-risk behaviors for Davenport community schools students. In addition, the AmeriCorps members will leverage an additional 200 volunteers who will be engaged in supporting educational mentoring activities with youth.

This program will focus on the CNCS focus area of education. The CNCS investment of $498,783 will be matched with $501464, $431,296 in public funding and $70,168 private funding.

3. The budget narrative includes $100,800 for Big Brothers Big Sisters for Support for Program Management. The clarification responses further describe that these contractual fees are not for supervising the 7 members, but for contracting Administrative management of the AmeriCorps program. The application narrative, however, does not describe the relationship between the City of Davenport and Big Brothers Big Sisters regarding management of the program. In the Clarification field, please clearly articulate the relationship between these two entities and the role of each entity in the management of the AmeriCorps program.

RESPONSE;

The City of Davenport is the Grantee for the City of Davenport AmeriCorps/Youth Corps Program. As the grantee the City provides the oversight and compliance of the total program in having the program director, and the financial management through the finance department. The program is very large with 103 members, so the City contracts with BBBS for members management, which includes recruitment assistance, on boarding, conflict resolution, compliance, paperwork, and exiting

members. This contract provides two full-time positions to do that part of the program. Additionally, BBBS has 7 full-time members that their site supervisors provide in-kind match to the program for their direct supervision.
Financial resolutions:

1. N/A

20-21 CLARIFICATIONS
Section I. A. - Personnel Expenses - RESPONSE: Revised the budget narrative to show roles the personnel have for the AmeriCorps Program.

Section 1.C.1 - Staff Travel RESPONSE: IA Commission subgrantee staff do not attend Symposium events.

Section 1.E. - Supplies - RESPONSE: Edited Budget Narrative to confirm it is AmeriCorps logoed gear for AmeriCorps Members and Youth Corps Members.

Section 1.F. - Contractual & Consultant Services - RESPONSE: Personnel includes only staff of the City of Davenport,the applicant agency. Please indicate why the $100,800 proposed for BBBS is a reasonable amount for the 7 AmeriCorps members that will be placed there. RESPONSE: The contractual fees are not for supervising the 7 members but it is for contracting Administrative management of our AmeriCorps Program.

Section 1.I. RESPONSE: Our current charges are 15.00 for State checks and 13.00 for FBI fingerprint checks. Additionally, please correct the calculation in this line item to equal the total amount.
RESPONSE: Corrected in budget narrative.

Per the Notice, past performance was assessed for recompeting applicants. The past performance assessment identified the following areas for follow-up: not meeting performance measure outcome targets, less than 100% enrollment, less than 85% retention, and less than 100% compliance with 30-day exits. Please provide an explanation of these performance factors and describe the plan to address

these issues.

RESPONSES BELOW

Not meeting performance measure outcome targets-this was due to a site completely changing their format so we were not able to assess because no members served in that capacity. We eliminated that measure from this application and feel that we have improved the process for our grant performance measure.

Enrollment was struggling due to the very low unemployment rate and much program administrative turnover. We feel that we have new program administrative staff that will help to increase enrollment. Our less than 85% retention rate was also due to administrative leadership turnover and the high volume of At-Risk Youth we use to be Youth Corps Members life circumstances make it very difficult to finish their service. That said with positive new administrative leadership we are have better plans to retain all our members and make sure they successfully complete.

The less than 100% compliance for 30-day exits is due to us being dislocated from our office during a 6 week historic flood and again for 4 weeks due to another flood. This and turnover of our program administration caused many problems with exiting members. Hopefully we are not going to experience that level of flooding but we now do have a better plan and procedure if we are having to relocate our offices for any reason.

Continuation Changes

N/A

Grant Characteristics

Performance Measures





Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

Table2: MSYs by Objectives

Objectives	%MSYs
K - 12 Success	100%

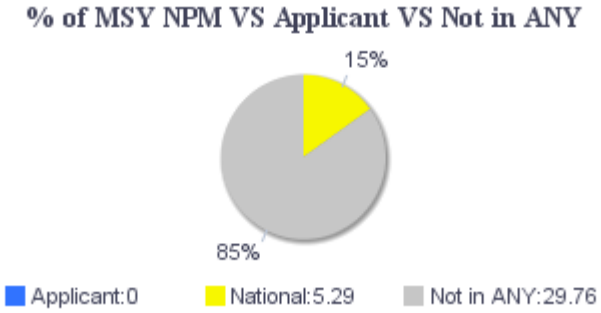


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	15%	0%	85%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K - 12 Success	35.05	103
Total	35.05	103

Primary Focus Area: Education

Primary Intervention: Family Involvement

Secondary Focus Area:

Secondary Intervention:

Performance Measure: Davenport Community Schools Attendance Initiative

Focus Area:	Education	Objective:	K - 12 Success	No of MSY's:	5.29	No of Members:	20

Problem Statement:

Approximately 720 elementary - aged students in Davenport experience chronic absenteeism – defined as missing twenty or more days of school in a typical 180 - day year. Research shows that students who are chronically absent are more than three times more likely to drop out of school than their peers.

Selected Interventions:

Family Involvement

Describe Interventions:

Attendance Works is a national and state initiative that promotes better policy and practice around school attendance. We promote tracking chronic absence data for each student beginning in kindergarten, or ideally earlier, and partnering with families involvement and community agencies to intervene when poor attendance is a problem for students or schools. Twenty quarter time AmeriCorps members will be placed at each of the Davenport elementary schools to implement the Attendance Works Model which consists of caseloads of 10 - 15 chronically absent youth working with members weekly to over come any obstacles to attending school. Each identified student will meet weekly with the member, who will have access to administrative and counselor support.

ED1A Output:

ED1A: Number of individuals served

Target: 200 Individuals

Measured By: Tracking System

Described Instrument: Each member has a project - created spreadsheet in which he/she enters information about each student and interventions used from a menu of acceptable interventions given to the members at their onboarding training. on his/her caseload. This spreadsheet is sent to the project evaluator at the end of each academic quarter. Attendance Records from Infinite Campus generate a caseload list of 10 - 15 students per elementary that meet our eligibility criteria of chronically absent (missing 11% or more in a quarter). Those lists will be provided to the member along with a member handbook with types of allowable activities and training on how to administer. We ensure an unduplicated count because we enter every student who is seen, every semester into a spreadsheet and then determine how many " repeats " we have. A student defined as "served" will be one that is on the caseload at the beginning of a quarter, is met with or communicated with weekly - individually or in small groups - for at least an hour a week and has been served the duration of the quarter.

ED6 Outcome:

ED6: Number of students with increased attendance

Performance Measure: Davenport Community Schools Attendance Initiative

Problem Statement:

Selected Interventions: Family Involvement

Target: 150 Students

Measured By: Attendance Records

Described Instrument: This performance measure is evaluated using secondary data. Davenport Community Schools uses the attendance tracking software embedded within Infinite Campus – their Student Management System software. Members are given " read only " access to this software. In the software, members can count the exact number of days each student on their caseload has been absent during the intervention period. This data pull is done at the end of each quarter to ensure complete information. It is checked for accuracy, aggregated and analyzed by the project evaluator. Feedback is provided to the administrative team for any implementation concerns, as well as to inform revisions in approaches to interventions. Increased attendance for our performance measure is defined as General Improvement (any attendance improvement, even 1%). We will also track how many students had their absenteeism reduced below the chronically absent status (below 11% absent).

Program Information

AmeriCorps Funding Priorities

*Check any priority area(s) that apply to the proposed program. In order to receive priority consideration, applicants must demonstrate that the priority area is a significant part of the program focus, high quality program design, and outcomes.	No NOFO Priority Area

Grant Characteristics

*Check any grant characteristic(s) that apply to the proposed program.	None of the above grant characteristics

Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	1000
Ed Priority: Enter row number (1 - 13) of intervention in Education Evidence Brief (enter 0 for N/A)	0
EO Priority: Enter row number (1 - 4) of intervention in Econ Opp Evidence Brief (enter 0 for N/A)	0
HF Priority: Enter row number (1 - 5) of intervention in Healthy F. Evidence Brief (enter 0 for N/A)	0

Required Documents

Document Name	Status
Evaluation	Sent
Federally Approved Indirect Cost Agreement	Not Applicable
Labor Union Concurrence	Not Applicable
Other Documents	Not Applicable

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity - building programs, may measure changes in condition over a period as short as one year.
Approximately 720 elementary - aged students in Davenport experience chronic absenteeism defined as missing twenty or more days of school in a typical 180 - day year. Research shows that students who are	20, 450 hour AmeriCorps members serving various elementary schools in Davenport. Davenport Schools Attendance Works models. Community Liaison.	Engage 20 AmeriCorps members in Davenport Community Schools Attendance Works initiative by providing supports to Tier Two (targeted) interventions for students with chronic	ED1A: 200 chronically absent students will receive services through the CNCS supported Attendance Works Program. Students are considered served when they are formally added to	Increased attendance is defined as a change in designation from chronically absent (during baseline assessment) to not chronically absent (during post - intervention) using Iowa Department of Education criteria.	Outcome ED 6, 150 Students will show increased positive engagement in school (attitudes and behaviors), and a reduction in risk factors such as emotional disconnection from school, school absences, missed class content or	Students will graduate from high school on time.

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
chronically absent are more than three times more likely to drop out of school than their peers.	School Site Supervisors.	absenteeism for 10 - 15 hours per week for one school year.	the AmeriCorps Data Collection spreadsheet on the first day of each school quarter.	Collection from DCS SMS.	assignments, and behavioral problems through better attendance	
Among Davenport Community School Districts elementary school students who take standardized tests, between 63% - 70% are not proficient. Low academic achievement is significantly linked to high school drop out rates.	10, 450 hour and 5, 900 hour AmeriCorps members serving at Title One - designated Stepping Stones sites in afterschool and/or summer programs. Site Supervisor Individual site coordinator	During afterschool, members serve 15 hours per week for one school year. Summer members serve 36 hours per week for 14 weeks. Students will receive support for academic completion, and adult - student relationships and mentorship.	200 students will receive services through CNCS supported summer and after - school programs at the member designated sites. Demonstrated by an equivalent or improved risk assessment for reading/language arts from end of one school year to the beginning of the next school year.	Demonstrated by an equivalent or improved risk assessment for reading/language arts from end of one school year to the beginning of the next school year as determined by FAST reading benchmark assessments	Students will show increased positive engagement in school (attitudes and behaviors), and a reduction in academic risk factors.	Students will graduate from high school on time.
Youth who are not in a mentoring relationship are more likely to	7, 1700 hour AmeriCorps Members serving at Big Brothers Big	2 members will promote the program through community	7 AmeriCorps Member will recruit, train and/or support 100	50 of the students in a mentoring relationship will maintain or show a	Students will show increased positive engagement in school (attitudes	Students will graduate from high school on time.

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
engage in risky behavior, such as, dropping out of high school, substance use and criminal activity.	Sisters of the Mississippi Valley in the following counties within the Quad Cities: Scott, Rock Island, Henry, Mercer, and Whiteside. 3 Site Supervisors BBBS Nationally Recognized Mentoring Model	engagement, screening, and training of community volunteers to serve as mentors to 50 disadvantaged youth for one year. 5 members will recruit children who meet the disadvantaged youth guidelines.	youth/mentor matches	positive change in student skills, attitude, and/or mindset that is likely to contribute to increased educational success.	and behaviors), and a reduction in risk factors such as emotional disconnection from school, school absences, and behavioral problems.	
There is a large loss of social and economic capital in our community due to 17.4% of high school students in Davenport not graduating on time with a high school diploma.	30, 300 hour AmeriCorps Youth Corps members serving at sites throughout the Quad Cities. 10, 450 hour AmeriCorps Youth Corps Plus members (these will be alumni that will do the same program but start earlier and serve 150 more hours.)	Engage 40 economically disadvantaged high school youth as Youth AmeriCorps. during the summer. Members will engage in service, career exploration, and service learning where they will acquire skills to be used in the workforce.	30 Youth AmeriCorps members who have not obtained their high school diploma or equivalent prior to the start of their term of service 10 economically disadvantaged high school youth as Youth AmeriCorps Plus Members who will complete their	On average, members will show a minimum of a 25% increase in their personal efficacy around at least one of three items: 1) Certainty in graduating from high school 2) Certainty in graduating from high school on time 3) Certainty in attending post -	Members will increase their use of workplace soft skills, and increase their positive engagement in high school and their community. 10 QT Students apply to a post - secondary education program.	36 of the 40 Youth AmeriCorps Members will graduate from high school on time with their corresponding grade level. 10 QT will graduate on time with their corresponding grade level.

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
			high school diploma and begin post secondary training during their term of service.	secondary education or training of some type.		
Only 8% of youth who have 0 - 10 assets exhibit school success, while 59% of youth who have 31 - 40 assets are successful in school. During the elementary school years, primary prevention activities such as increasing the number of Developmental Assets a child has, can mediate risk factors as students age into intermediate and upper grades.	7, 900 hour AmeriCorps Members serving at City of Davenport Parks and Recreation, Library, or Davenport Farmers Market for a full year 7, 450 hour AmeriCorps members serving during the summer. 6, 900 hour AmeriCorps members serving at the Putnam Museum or Girl Scouts for a full year. 1, 450 hour AmeriCorps members serving in	Enhance youth development efforts within existing Davenport youth - serving programs that focus on youths access to Constructive Use of Time (Asset 18) with positive adult role models (Asset 3). Dosage depends upon site needs, with some sites offering daily activities, some offering weekend activities, etc.	Members will serve 150 youth in various outreach programs. Members will recruit 100 volunteers to serve our local youth.	No evaluation.	Students will show increased positive engagement in school (attitudes and behaviors), and a reduction in risk factors such as emotional disconnection from school, school absences, and behavioral problems.	Students will graduate from high school on time.

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
	summer.					

Attachment B
Budget

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City of Davenport AmeriCorps/Youth Corps Program

City of Davenport

Application ID: 20AC220773

		Budget Dates:			
		Total Amt	**CNCS Share**	**Grantee Share**	
Section I. Program Operating Costs					
A. Personnel Expenses		146,677	0	146,677	
B. Personnel Fringe Benefits		32,483	0	32,483	
C. Travel					
Staff Travel		2,250	0	2,250	
Travel to CNCS-Sponsored Meetings		3,600	0	3,600	0
Member Travel		2,528	0	2,528	
	Total	$8,378	$0	$8,378	
D. Equipment					
E. Supplies		15,162	4,962	10,200	
F. Contractual and Consultant Services		147,605	45,120	102,485	
G. Training					
Staff Training		1,000	0	1,000	
Member Training		8,300	1,000	7,300	
	Total	$9,300	$1,000	$8,300	
H. Evaluation		12,500	9,500	3,000	
I. Other Program Operating Costs		5,278	1,648	3,630	
Section I. Subtotal		**$377,383**	**$62,230**	**$315,153**	
Section I Percentage			**16%**	**84%**	
Section II. Member Costs					
A. Living Allowance					
Full Time (1700 hrs)		99,953	73,353	26,600	
1-Year Half Time (900 hours)		126,000	93,600	32,400	
Reduced Half Time (675 hrs)		0	0	0	
Quarter Time (450 hrs)		168,000	133,800	34,200	
Minimum Time (300 hrs)		75,000	75,000	0	
2-Year Half Time (2nd Year)		0	0	0	
2-Year Half Time (1st Year)		0	0	0	
Three Quarter Time (1200 hours)		0	0	0	
	Total	$468,953	$375,753	$93,200	
B. Member Support Costs					
FICA for Members		35,875	35,875	0	
Worker's Compensation		3,605	0	3,605	
Health Care		840	0	840	
	Total	$40,320	$35,875	$4,445	
Section II. Subtotal		**$509,273**	**$411,628**	**$97,645**	
Section II. Percentages			**81%**	**19%**	
Section III. Administrative/Indirect Costs					
A. Corporation Fixed Percentage					
Corporation Fixed Amount		103,621	14,955	88,666	
Commission Fixed Amount		9,970	9,970	0	
	Total	$113,591	$24,925	$88,666	
B. Federally Approved Indirect Cost Rate					
Section III. Subtotal		**$113,591**	**$24,925**	**$88,666**	
Section III Percentage			**22%**	**78%**	
Section I + III. Funding Percentages			**18%**	**82%**	
Budget Totals		**$1,000,247**	**$498,783**	**$501,464**	
Budget Total Percentage			**50%**	**50%**	
Required Match			**0%**		
# of years Receiving CNCS Funds			**10**		

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City of Davenport AmeriCorps/Youth Corps Program

City of Davenport

Total MSYs		**35.05**	
Cost/MSY		**$14,231**	
	Total Amt	**CNCS Share**	**Grantee Share**
Budget Totals	**$0**	**$0**	**$0**
Budget Total Percentage		**0%**	**0%**
Required Match		**0%**	
# of years Receiving CNCS Funds		**10**	
Total MSYs		**35.05**	

Budget Narrative: City of Davenport AmeriCorps/Youth Corps Program for City of Davenport

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
City of Davenport AmeriCorps Program Director: - 1 person(s) at 104815 each x 50 % usage	0	52,408	52,408
City of Davenport AmeriCorps Site Supervisor -- Therapeutic Recreation: - 1 person(s) at 72376 each x 20 % usage	0	14,475	14,475
City of Davenport AmeriCorps Site Supervisor -- Performing Arts: - 1 person(s) at 72376 each x 20 % usage	0	14,475	14,475
City of Davenport Accounting Supervisor-Monthly Financial AmeriCorps: - 1 person(s) at 69906 each x 20 % usage	0	13,981	13,981
City of Davenport AmeriCorps Program Site Supervisor-Sports and Recreation: - 1 person(s) at 63971 each x 10 % usage	0	6,397	6,397
City of Davenport AmeriCorps Program Site Supervisor-Education and Special Events: - 1 person(s) at 59398 each x 10 % usage	0	5,940	5,940
City of Davenport AmeriCorps Program Site Supervisor-Community Relations: - 1 person(s) at 63971 each x 10 % usage	0	6,397	6,397
City of Davenport AmeriCorps Program Site Supervisor Horticulture PT: - 1 person(s) at 29120 each x 10 % usage	0	2,912	2,912
City of Davenport Senior Clerk-PT: - 1 person(s) at 44686 each x 10 % usage	0	4,469	4,469
City of Davenport Admin Assistance-AmeriCorps Compliance Support: - 1 person(s) at 43331 each x 20 % usage	0	8,666	8,666
Davenport Clerk-PT AmeriCorps Admin support: - 1 person(s) at 33625 each x 10 % usage	0	3,363	3,363
City of Davenport AmeriCorps Program Site Supervisor - Librarian: - 1 person(s) at 71943 each x 10 % usage	0	7,194	7,194
Youth Corps Support Position 400 @ 15.00 supervises Youth Corps Teams: - 1 person(s) at 6000 each x 100 % usage	0	6,000	6,000
Category Totals	0	146,677	146,677

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Benefits for Full-Time City Employees: Benefits (including FICA, workman's comp, family coverage health insurance, IPERS [Iowa pension fund], and retirement) average approx 25% of total FT salaries of $129932.00	0	32,483	32,483
Category Totals	0	32,483	32,483

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount

Travel to CNCS-Sponsored Meetings: Round trip airfare (1000) 3 nights hotel (600.00) and per diem for 4 days 200.00 for 2 people	0	3,600	3,600
ICVS Sponsored Trainings: 300.00 registration @ 2 registration = 600.00; lodging 3 nights at 150.00 for 2 people = 900.00. For total of 600.00 + 900.00 =$1500.00	0	1,500	1,500
TAbles at College Recruiting and Career Fairs: 5 @ 150.00	0	750	750
Category Totals	0	5,850	5,850

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
BBBS Member Mileage Reimbursement for home visits and school visits: travel for the 7 FT members @ BBBS rate of $0.43 per mile for site visits get an estimated 70 miles per month for 12 months (per BBBS policy)	0	2,528	2,528
Category Totals	0	2,528	2,528

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Logoed Gear for AmeriCorps Members: 73 Members (Each 20.00 sweatshirt, 20.00 polo, 2-7.00 tshirts) 73@ 54.00	3,942	0	3,942
Supplies - files, paper, binders, office set up: 103 members @ 4.99 a binder = 494.01, Dividers, paper 5.00 a ream = 200 reams= 1000.00 , Staples 6.00, 10 toner cartridges@50 cartridge=$500; Boxes for files 10 @ 20.00=200.00 office chairs 300.00 each at 2 @600.00 new desk at 1000.00@2, printer $696	0	5,000	5,000
AmeriCorps Logoed Gear for Youth Corps MEmbers: 30 Youth Corps Members 20.00 Polo and 2 tshirts at 7.00 each = 30 @ 34.00	1,020	0	1,020
Tech supplies-Chromebooks - Phones: 2 phones at 100.00 a month for 12 months = 1200.00 and Chromebooks for Attendance Works 20 @ 200.00 = 4000.00	0	5,200	5,200
Category Totals	4,962	10,200	15,162

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Big Brothers Big Sisters-Support for Program Management: Contractual Management-and administratiove support (including compliance, on boarding, member management and evaluation support) Contracted at 21.50 .00 an hour for up to 2080 hours. And up to 27.00 an hour for 2080 hours.- Daily Rate of 283	45,120	55,680	100,800
Site Supervision-Davenport Community Schools: 25% of time for 20 Attendance Works members/and the 5 HT and 10 QT Stepping STones members. 25 % of 55000.00 + benefits (FICA 6.2%, Health Insurance 4.5%, IPERS 8.93%, Family coverage 10%, for a total of 29.63%)- Daily Rate of 5	0	17,405	17,405
BBBS Site Supervision: 20% of BBBS Program Officer at 54500, 10% of	0	29,400	29,400

40,000, 10% of 40000, 10% of 40,000 and 10% of 65000 BBBS Financial Management- Daily Rate of 81			
Category Totals	45,120	102,485	147,605

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
4 Leadership and skills based trainings: 4 trainings @ 250.00=1000.00- Daily Rate of 250	0	1,000	1,000
Category Totals	0	1,000	1,000

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Team Building Training: 40 Youth AmeriCorps members @ $25/member + 2 busses at $500 each for youth-specific AmeriCorps training- Daily Rate of 2000	0	2,000	2,000
Youth Corps Plus Service Projects and Training: 10 YC members at 50.00 a member for 4 trainings- Daily Rate of 500	0	2,000	2,000
Local leadership trainings for 43 AmeriCorps members: 100 each training for 43 AmeriCorps members, all non-school members (they have their own training track)- Daily Rate of 100	1,000	3,300	4,300
Category Totals	1,000	7,300	8,300

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Iowa State Extension Evaluation: Iowa State Extension Evaluation- Performance Measure and Logic Model Evaluation at rate of 50.00 an hour for 160 hours- Daily Rate of 400	5,000	3,000	8,000
ISU Evaluation report: 90 hours at a rate of 50.00 to compile data for evaluation report.- Daily Rate of 400	4,500	0	4,500
Category Totals	9,500	3,000	12,500

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Site Supervisor-All Checks: 10 site supervisor candidates @ $54 each	0	540	540
Member Background checks for all members: 103@ 30.00= $3,090.00 this is the cost through our state repository.	0	3,090	3,090
103 Members @ 16.00 a member for Member Management System: 103 @ 16.00 = 1648	1,648	0	1,648
Category Totals	1,648	3,630	5,278
Section Totals	62,230	315,153	377,383

PERCENTAGE	16%	84%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 7 Member(s) at a rate of 14279 each Members W/O allowance 0	73,353	26,600	99,953
1-Year Half Time (900 hours): 18 Member(s) at a rate of 7000 each Members W/O allowance 0	93,600	32,400	126,000
2-Year Half Time (1st Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
2-Year Half Time (2nd Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Reduced Half Time (675 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Quarter Time (450 hrs): 48 Member(s) at a rate of 3500 each Members W/O allowance 0	133,800	34,200	168,000
Minimum Time (300 hrs): 30 Member(s) at a rate of 2500 each Members W/O allowance 0	75,000	0	75,000
Three Quarter Time (1200 hours): Member(s) at a rate of each Members W/O allowance	0	0	0
Category Totals	375,753	93,200	468,953

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: 7.65% of Living Allowances totaling $468953 = $35875	35,875	0	35,875
Worker's Compensation: 103 members @ $35/year	0	3,605	3,605
Health Care: 7 members @ 10.00 for 12 months	0	840	840
Category Totals	35,875	4,445	40,320
Section Totals	411,628	97,645	509,273
PERCENTAGE	81%	19%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: Corporation fixed is the CNCS Budget totals (62230 + 411628) * (0.0526) * (0.6)= $14954.96 Grantee Indirect Costs = Total CNCS + Grantee Share Budget Sections I + II = (62230 + 315153 + 411628+ 97645) = * 0.1= $88666 allowed	14,955	88,666	103,621
Commission Fixed Amount: Commission fixed = CNCS Budget Section I + II (62230 + 411628) * (0.0526) * (0.4) = $9969.972	9,970	0	9,970

Category Totals	24,925	88,666	113,591

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Category Totals	0	0	0
Section Totals	24,925	88,666	113,591
PERCENTAGE	22%	78%	

Budget Totals	498,783	501,464	1,000,247
PERCENTAGE	50%	50%	
Total MSYs	35.05		
Cost/MSY	14,231		

Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	Secured City Personnel	179,160	Cash	State/Local
	Secured Staff Travel	5,850	Cash	State/Local
	Secured Member Travel	2,528	In Kind	Private
	Secured Supplies	10,200	Cash	State/Local
	Secured Contract-BBBS Administrative Support	55,680	Cash	State/Local
	Secured Contract-DCSD Site Supervision	17,405	In Kind	State/Local
	Secured Contract-BBBS Site Supervision	29,400	In Kind	Private
	Secured Training-staff; Training Member, Eval	11,300	Cash	State/Local
	Secured Background checks	3,630	Cash	State/Local
	Secured Member Costs	38,240	Cash	Private
	Secured Member Costs	59,405	Cash	State/Local
	Secured Administrative costs Corporation Fixed Percentage	88,666	Cash	State/Local
Total Source of Funds		501,464		

Attachment C
Iowa AmeriCorps Disaster Response Team

Attachment C
IOWA AMERICORPS DISASTER RESPONSE TEAM
DISASTER DEPLOYMENT AGREEMENT

In this agreement the Iowa Commission on Volunteer Service ("Commission" or "Volunteer Iowa") and GRANTEE agree as follows:

1. PURPOSE. The purpose of this agreement is to outline the expectations, limitations, and requirements for eligible reimbursements for disaster deployment under the Commission's Disaster Response Cooperative Agreement (DRCA) with the Corporation for National and Community Service (CNCS), Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) deployments, or direct deployments initiated from Iowa Homeland Security and Emergency Management (HSEMD).

2. MEMBERS. The GRANTEE, as a member of the Iowa A-DRT is willing to respond to disasters or assist in recovery efforts within their capability. Volunteer Iowa and GRANTEE seek to make efficient use of their authority, powers, resources, and privileges by entering into this agreement to carry out its purposes.

3. DISASTER RESPONSE: Volunteer Iowa requires the availability of Iowa AmeriCorps members to support disaster response and/or recovery efforts as needed by the State of Iowa. Waivers to this requirement will be considered on a case-by-case basis for GRANTEES that demonstrate an undue hardship or for complications related to program design.

4. STATE ACTIVATION: Volunteer Iowa serves as the primary point-of-contact for National Service resources in Iowa during times of disaster and may receive requests for support from government or nongovernmental partners, including the Iowa HSEMD, the Iowa State VOAD, and the Iowa Governor's Office.

In an Iowa federal declaration, the Commission will work with the CNCS and Iowa HSEMD on any mission assignments and requests for assistance from the Volunteer Iowa A-DRT.

Any budget or programmatic changes to a program due to a disaster response or recovery will be made in accordance with CNCS specific terms and conditions.

5. OUT OF STATE: If GRANTEE is a member of the Volunteer Iowa A-DRT, any mission assignment requests from the CNCS will be discussed prior to accepting the mission assignment. At any time, GRANTEE AmeriCorps members are not to deploy out of state without express approval from the Commission.

6. COST REIMBURSEMENT. GRANTEE is eligible for cost reimbursements associated with a specific mission assignment for allowable expenses that fall within the approved budget for deployment. Allowable expenses include travel,

lodging, meals, supplies, and equipment incurred for deployment and any negotiated expenses specific to the deployment or mission assignment.

Unless negotiated and approved under a specific mission assignment and deployment(s), the Commission will not reimburse costs already included in the program's budget under its existing Volunteer Iowa or CNCS grant(s). This preclusion includes both the Corporation and non-Corporation shares of staff salaries paid, participant costs, staff overtimes, administrative overhead and fees and/ or any other costs.

The GRANTEE is responsible for following all reimbursement procedures and allowable cost policies outlined or referenced in the Disaster Deployment Agreement between Volunteer Iowa and CNCS that will be provided to the GRANTEE in the case of mission assignment and deployment.

7. LIABILITY. GRANTEE ensures adequate liability coverage for any mission assignment or deployment. Any deployment outside of the scope of the programs normal duties or not covered by existing policies will be covered by the state as members will be considered acting on behalf of the state for deployment purposes.

8. RECORD KEEPING. Records will be maintained by the GRANTEE and Volunteer Iowa in a manner consistent with the reporting requirements of the Iowa Department of Revenue and Finance, the State of Iowa Auditor's Office, the Corporation for National and Community Service and the Federal Emergency Management Agency. Source documentation sufficient to support expenditures will be provided by the GRANTEE. GRANTEE shall keep a copy of receipts requested for reimbursement for a period of 6.25 years from the end of the mission assignment.

9. TRAINING. Volunteer Iowa recommends GRANTEE provide training on disaster preparedness, response, and recovery to all AmeriCorps members; however, Volunteer Iowa will ensure task-specific training is provided to members if they are requested to assist in a disaster. Additionally, members selected to participate in the Volunteer Iowa A-DRT will receive intermittent training throughout their service year.

10. TERMINATION. This agreement may be terminated in part or completely with or without cause by either Volunteer Iowa or GRANTEE upon thirty (30) days written notice.

11. AMENDMENTS. Any amendment to this agreement shall be by the mutual consent of the parties, be in writing, and be appended to this agreement.

12. DEPLOYMENT. Any deployment not ordered by the Governor will be voluntary and can be rejected by the Commission or the GRANTEE. Programs

will not be reimbursed for any disaster response unless a specific deployment for that activity is issued. Multiple deployments may be issued under any specific mission assignment received by Volunteer Iowa and/or CNCS.

13. ADMINISTRATORS. GRANTEE and Volunteer Iowa each will designate one representative to serve as administrators and contacts of this Iowa Disaster Response Team agreement. GRANTEE will complete the appropriate section on the signature page to designate a contact.

For GRANTEE: see signature page

For Volunteer Iowa:
Name: Adam Lounsbury
Phone: 515-348-6230
Email: Adam.Lounsbury@iowaeda.com

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Corri Spiegel 563-888-3384
Wards:

Action / Date
8/26/2020

Subject:
Resolution establishing the date and time for trick-or-treat for Saturday, October 31, 2020 4:30 p.m. - 7:00 p.m. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Davenport City Council annually approves the date and time for trick-or-treat. For the past several years, Davenport has held trick-or-treat on Halloween, and Halloween falls on a Saturday in 2020. Due to a Saturday holiday, staff is proposing an earlier and extended trick-or-treat time of 4:30 p.m. - 7:00 p.m.

Due to COVID-19 and to remain consistent with other large events in the City, staff is proposing to not hold the annual Halloween parade this year.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	FIN_RES_Trick-or-Treat Date and Time

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	8/12/2020 - 4:33 PM
Finance Committee	Merritt, Mallory	Approved	8/12/2020 - 4:35 PM
City Clerk	Admin, Default	Approved	8/12/2020 - 5:01 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION establishing the date and time for trick-or-treat.

WHEREAS, the City of Davenport desires to set the date and time for trick-or-treating for Saturday, October 31, 2020 4:30 p.m. to 7:00 p.m.; and

WHERAS, due to current COVID-19 response efforts, the City of Davenport will not hold the annual Halloween Parade in 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City of Davenport trick-or-treat hours will be 4:30 p.m. to 7:00 p.m. on Saturday, October 31, 2020.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **8/19/2020**
Contact Info: Mallory Merritt 563-326-7792
Wards:

Subject:
Resolution authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund. [All Wards]

TO BE VOTED ON LATER ON THE AGENDA

Recommendation:
Adopt the Resolution.

Background:
In response to the global pandemic, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief. Governor Reynolds allocated $100M of the State of Iowa's CARES Act funding allocation to local governments for direct expenses incurred in response to this emergency.

Through this program, the cities' maximum allocations were determined by 2019 populations. The City of Davenport's maximum reimbursement allocation is: $2,414,445.32. The City can submit a reimbursement request for necessary expenditures incurred due to the public health emergency and that are not eligible to be covered, or approved to be covered, by any other funding entity.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	State of Iowa Program Guidance

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	8/12/2020 - 5:16 PM
Finance Committee	Merritt, Mallory	Approved	8/12/2020 - 5:16 PM
City Clerk	Admin, Default	Approved	8/12/2020 - 5:51 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic; and

WHEREAS, Governor Kim Reynolds allocated $100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency; and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic; were not accounted for in the current fiscal year budget except for when the program allows; were incurred during the time period of March 1, 2020 through December 30, 2020; and have not been reimbursed from other sources.

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

1. the City of Davenport requests reimbursement in a maximum allocation amount set forth by the State of Iowa and not to exceed $2,414,445.32; and

2. the Finance Director is authorized to submit the reimbursement request for eligible expenditures in response to the COVID-19 public health emergency in accordance with state guidelines on behalf of the City of Davenport.

Attest:

_____
Brian Krup
Deputy City Clerk

Approved:

_____
Mike Matson
Mayor

Iowa COVID-19 Local Government Relief Fund

Governor Kim Reynolds has allocated $125 million for reimbursements to local governments for direct expenses incurred in response to the COVID-19 emergency.

$100 million for reimbursement will be divided between eligible cities and counties by 2019 estimated population. $25 million will be used to cover the local government portion of the FEMA match through the Iowa Department of Homeland Security and Emergency Management.

Consistent with the U.S. Treasury Department Guidance, funds may only be used to cover costs that:

A. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
B. Were not accounted for in the government entity's budget most recently approved as of March 27, 2020;
C. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and
D. Have not been reimbursed or where reimbursement has not been requested from another source of funds including, but not limited to, other federal programs.

The State of Iowa has entered into a contract with a third party accounting firm to manage the process to request reimbursement and process payments.

Necessary Expenditures Include the Acquisition and Distribution of:

- Personal Protective Equipment
- Sanitizing Products
- Testing Equipment and Supplies (test kits)
- Ventilators
- Other necessary COVID-19 Medical Supplies and Equipment

Other related necessary expenditures:

- Temporary Isolation or Quarantine Sites
- Medical Transportation
- Expenses for Sanitizing Public Areas and other Public Facilities
- Temporary Emergency Staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the COVID-19 Public Health Emergency
- Payroll costs for public health and public safety employees for services dedicated to mitigating or responding to the COVID-19 public health emergency
    - As a matter of administrative convenience in light of the emergency nature of this program, local governments may presume that 25% payroll costs for public health employees and 25% of payroll costs for public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Equipment used for the conduct of meetings by telephonic or electronic means
- Software or technology infrastructure to allow for local services to be provided while social distancing
- Additional costs associated with enhanced 211 capabilities

Process for Requesting Reimbursement of Qualified Expenses

A web-based process will be available to submit requests and upload supporting documentation and records.

To be eligible, a local government will need to pass a resolution from the governing body stating that all reimbursements submitted follow the Federal and State of Iowa guidance on how the funds should be spent, and that if the funds are misrepresented, the local government will be liable for repayment and any applicable penalty and interest.

Initial claims shall be for costs incurred between March 1, 2020 and July 31, 2020. Those claims shall be submitted by September 15, 2020. Expenses incurred August 1, 2020 – September 30, 2020 need to be submitted by October 1, 2020. Claims for reimbursement must include documentation of the incurred expense, such as invoices, payroll records, and or any other records as needed.

The state will review all submissions for completeness and accuracy, and then approve for reimbursement up to the allocated amount for each locality.

A local government must first submit reimbursement to FEMA for eligible items before requesting from the State. An item cannot be reimbursed by both FEMA and the State.

FEMA Public Assistance Requests

In order to maximize funding, local governments must agree to seek U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) reimbursement through the Public Assistance (PA) program for eligible expenditures. Local governments should work with the Iowa Department of Homeland Security and Emergency Management (HSEMD) to submit an application to the PA Program.

FEMA guidance indicates the following items would qualify:

- Personal protective equipment
- Sanitizing products
- Necessary medical supplies and equipment
- Temporary emergency staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the Covid-19 Public Health Emergency

Once a Request for Public Assistance (RPA) form has been submitted and approved by FEMA, local entities can submit a project worksheet, through the FEMA Grants Portal, for eligible costs associated with the COVID-19 Public Health Emergency along with documentation supporting the claimed costs. FEMA will review the submitted request for assistance/costs and supporting documentation and determine if any additional information is needed and make eligibility determinations. Once the project and costs are deemed to be eligible by FEMA, the project will be obligated/awarded by FEMA. There is a 75% Federal / 25% local cost share associated with the FEMA Public Assistance Projects and the state will pick up the 25% local cost share from the $25 million set aside.

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **8/19/2020**
Contact Info: Bruce Berger 563-326-7769
Wards:

Subject:
Resolution approving three assistance programs through the State COVID (CDBG-CV) application process to assist with the impact of the pandemic on Davenport residents (City of Davenport, petitioner). [All Wards]

Recommendation:
Adopt the Resolution.

Background:
In March, Congress enacted the CARES Act to start to respond to the COVID-19 pandemic. In part, this Act provided additional funding authority to HUD through Community Development Block Grant dollars (CDBG-CV). A portion of the CDBG-CV dollars were to be allocated through States for entitlement communities in each State. Through the Federal and State formula process, Davenport is to receive roughly $918,000 in CDBG-CV funds through the State.

States and entitlement communities have been awaiting further federal guidance and authority so that these funds can be used in COVID recovery and resilience activities. HUD released this guidance last week. In an effort to move quickly, the State has asked entitlement communities to submit applications by September 1 detailing the programs by which they intend to use these dollars.

To help address needs among homeless, rental, and home owners, this resolution seeks approval on three residential recovery programs for each of the above populations. For the most part, all of the "regular" CDBG rules still apply. For example, households must be at or below 80% of median family income and CDBG-CV can only be spent on expenses yet to be incurred. One of the largest delays in for HUD publishing guidance involved the complexities of avoiding the duplication of benefits, which means that CDBG-CV cannot pay for any item or expense that was or will be covered by another funding source (i.e., other Federal, State, or local assistance).

Note that the CARES Act also provides additional funding authority to HUD to provide CDBG-CV *directly* to entitlement communities through a separate allocation. Also on this agenda is an action item to launch a Small Business Resiliency Program with these.

While program details are still being vetted with HUD local stakeholder groups for each category, the broad overview of each proposed program is attached. Approval would authorize staff to submit the applications to the State by the September 1 deadline.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Outline of Programs

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	8/20/2020 - 9:22 AM
Community Planning & Economic Development	Berger, Bruce	Approved	8/18/2020 - 3:52 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving three assistance programs through the State COVID (CDBG-CV) application process to assist with the impact of the pandemic on Davenport residents (City of Davenport, petitioner). [All Wards]

WHEREAS, in light of the COVID-19 pandemic, many Davenport households have and are experiencing a significant loss of income; and

WHEREAS, the U.S. Congress enacted the CARES Act in March 2020 to help respond to and recover from the COVID-19 pandemic; and

WHEREAS, HUD received additional funding authority to allocate Community Development Block Grant dollars (CDBG-CV) through States for entitlement communities, like Davenport, in each State; and

WHEREAS, HUD published the long-awaited guidance and authority to development programs using these new CDBG-CV dollars; and

WHEREAS, the formula allocation to Davenport is $918,000 and can be used for one or more programs that meet the Federal and State requirements; and

WHEREAS, the City proposes to use these funds for three residential recovery programs focused on homeless, rental, and homeowner households who meet the Federal, State, and Local program requirements (see attached outline); and

WHEREAS, the State requires entitlement communities to submit program applications by September 1.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the three assistance programs referenced above are hereby approved and staff is authorized to submit necessary documentation to the State.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Proposed Davenport Residential Assistance Programs Using State CDBG-CV

At the State of Iowa's request, the City of Davenport can submit applications for one or more programs using Community Development Block Grant dollars (CDBG-CV, allocated through the CARES Act) that the City can use to provide assistance to those negatively impacted by the COVID-19 pandemic. CDBG funds focus the dollars on households who are at or below 80% of median family income. As examples, for a single-person, this cap is roughly $42,250; for a household of four, the cap is $60,300. Application to the State is due September 1. Below is an outline of the three programs proposed with these dollars.

One or more of these programs may require temporary staff or other assistance to effectively administer in a timely manner. CDBG-CV dollars can be used to help deliver the programs. This is the early phase of program development; in coordination with the State, HUD, and key stakeholders, details will be developed in the coming weeks.

Homeless Assistance - $368,000

To help prevent the spread of the virus in congregate shelters, homeless individuals and households have been housed in hotel rooms with vouchers primarily funded by FEMA, the State, and other sources in recent months. With those funds dwindling and colder months coming, it is proposed that the State CDBG-CV dollars be used to continue in this effort, using the dollars as vouchers for shelter solutions. It is also proposed that this program include a provision to cover a household's rental application fee(s), perhaps with a combination of CDBG-CV and County or other sources of funds, depending. Existing arrangements and protocols may need some modification to adhere to CDBG requirements. Further, in coordination with the County, implementation would likely begin as other funding sunsets.

Rental Assistance - $275,000

For individuals and households who have been displaced due to COVID, this program would provide a security deposit and perhaps the first 1-2 months of rent, up to a maximum of $3,000 total. This program would likely compliment the previous program, functioning like a temporary Section 8 voucher in some ways for those who are currently homeless, wherein an applicant who meets program requirements would be given a period of time to find a qualifying unit. Coordination with rental property owners will be a key component.

Mortgage Assistance - $275,000

For property owners who have missed two or more mortgage payments due to COVID, this program would provide up to three months of mortgage payments going forward, up to a maximum of $3,000, in an attempt to provide some relief. Similar to the rental

assistance program, eligibility will likely include documentation that the homeowner was in good standing as of March 1 and that they currently meet the income requirements. Coordination with lenders will be a key component of this program.

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **8/18/2020**
Contact Info: Bruce Berger 563-326-7769
Wards:

Subject:
Resolution approving the Small Business Resiliency Project with CDBG CARES Act funding to provide financial relief to assist small businesses as a result of the COVID-19 pandemic (City of Davenport, petitioner). [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The COVID-19 pandemic has negatively impacted small businesses in Davenport resulting in job losses and financial challenges. The City of Davenport received $939,776 in Community Development Block Grant funds from the US Department of Housing and Urban Development under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The City of Davenport has created the Small Business Resiliency Project to provide financial relief to assist small business of 50 or fewer full time equivalent employees located in Davenport.

Eligible businesses must be located in Davenport and be a for-profit business negatively impacted by COVID-19. Businesses must have been operational and located in Davenport prior to March 16, 2019. The maximum forgivable loan provided will be $20,000 per business. Additional details of eligibility will be release with the full application and a draft of the program is attached. This is the early phase of program development; in coordination with the Office of Housing and Urban Development, details will be finalized in the coming weeks. Once the Resiliency Project application is available, it will be made public on the City's website and applications will be available for pick up at City Hall.

Approval of this Resolution would authorize staff to move forward with this new activity, administer the program and execute all agreement with HUD and applicants as necessary.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution
	Backup Material	Small Business Overview

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Berger, Bruce	Approved	8/18/2020 - 3:52 PM

Resolution No. _____

Resolution offered by Alderman Condon.

Resolved by the City Council of the City of Davenport.

RESOLUTION approving the Small Business Resiliency Project with CDBG CARES Act funding to provide financial relief to assist small businesses as a result of the COVID-19 pandemic (City of Davenport, petitioner).

WHEREAS, the COVID-19 pandemic has negatively impacted small businesses in Davenport resulting in job losses and financial challenges; and

WHEREAS, the City of Davenport has received $939,776 in CDBG funds from the U.S. Department of Housing and Urban Development under the Coronavirus Aid, Relief and Economic Security Act; and

WHEREAS, the City of Davenport has created a Small Business Resiliency Project to provide financial relief to assist small businesses of 50 or fewer full time equivalent employees located in Davenport.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, approves the Small Business Resiliency Project with CDBG CARES Act funding to provide financial relief to assist small businesses as a result of the COVID-19 pandemic.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport
Small Business Resiliency Project Overview

In response to the economic hardships experienced by small businesses resulting from the COVID-19 pandemic, the City of Davenport is launching the Small Business Resiliency Project in an effort to retain jobs and stabilize local businesses. The Resiliency Project provides financial relief to assist small businesses that have lost revenue due to the COVID-19. The Resiliency Project is funded through the Community Development Block Grant program with CARES funding.

Eligibility Requirements

- Must be a for-profit business negatively impacted by COVID-19.
- Business may have up to 50 full time equivalent employees (FTE). One employee working 40 hours per week is equal to one full time employee, one employee working 20 hours per week is equal to ½ or .5 full time employee.
- Must have been an active business located in Davenport prior to March 16, 2019.
- Business must be open for business as of application date.
- Must be in good standing with all local taxes, licenses and permitting.
- May not have already received reimbursement or funding from any other local, state or federal relief programs for the same items the business is applying for reimbursement under the Resiliency Project.
- Corporately owned national or regional chain businesses are not eligible.
- Businesses selling carryout liquor, tobacco and related items and adult entertainment based businesses are not eligible.

Eligible expenses under the Resiliency Project are items including: mortgage or rent, utility costs, employee salaries and operational expenses such as inventory.

- Mortgage payments for the businesses principal place of business or other such business location in the City of Davenport. Mortgage payments for businesses that are located in an owner's primary residence are not eligible.
- Rent payments for the business's principal place of business or such other business location in the City of Davenport. Rent payments for businesses that are located in an owner's primary residence are not eligible.
- Utility payments such as electric, gas, water and trash removal for the businesses principal place of business or such other business location in the City of Davenport. Utility payments for businesses that are located in an owner's residence are not eligible.
- Salaries or wages of all employees directly employed by the business. Contract employee salaries or wages are not eligible.
- Operational expenses such as inventory. Inventory expenses should be in line with average monthly inventory costs for 2019.

The maximum forgivable loan provided will be $20,000 per business. Forgiveness will be based on a business's ability to retain positions for a 3 month period. At least 51% of employees must meet the low-to-moderate income limits shown below.

Family Size	Annual Household Income
1	$42,750 or less
2	$48,250 or less
3	$54,300 or less
4	$60,3000 or less
5	$65,150 or less
6	$69,950 or less
7	$74,800 or less
8	$79,600 or less

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Mallory Merritt 563-326-7792
Wards:

Action / Date
8/12/2020

Subject:
Motion authorizing payment to Visit Quad Cities for FY21 tourism/marketing services in the amount not-to-exceed $375,000. [All Wards]

Recommendation:
Pass the Motion.

Background:
The City of Davenport has contributed funding to Visit Quad Cities for many years for tourism marketing and promotions. Additional information is attached.

Since the payment exceeds the $50,000 staff approval level, City Council approval is necessary. Funding source is Hotel/Motel tax.

These payments will be disbursed at the direction of the Finance Director.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Visit QC Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Folland, Linda	Approved	7/30/2020 - 9:23 AM
Finance Committee	Folland, Linda	Approved	7/30/2020 - 9:23 AM
City Clerk	Admin, Default	Approved	7/30/2020 - 1:15 PM

QUADCITIES
VISITQUADCITIES.COM

Visit Quad Cities Brings Value to Your Community

Background: Founded in 1990, Visit Quad Cities (formerly, the Quad Cities Convention & Visitors Bureau), was formed when the Davenport and Bettendorf Visitor Bureaus and Illinois Quad-City Travel & Visitors Bureau merged to become simply, Quad Cities Convention & Visitors Bureau. Visit Quad Cities is the official Destination Marketing and Management Organization (DMMO) for the region and we are guided by our values of People, Partnerships and Personality. The Quad Cities regional destination is a bi-state (Iowa/Illinois) family of communities in Western Illinois and Eastern Iowa.

Created 30 years ago, Visit Quad Cities has been bringing investment into our regional destination through sales, service and promotional efforts that drive new and repeat Quad visitors to our region for meetings, conventions, sporting events, group tours, business travel, vacations and getaways. We are a private, 501 (c)(6) non-profit engine charged with driving economic opportunity through tourism, building our authentic brand, telling & selling the Quad Cities story, and enhancing Quad Citizens' quality of life. The organization is led by a volunteer Board of Directors of regional community leaders and operated by a professional staff. Our goal is to compete for our share of the world's attention. We encourage you to learn more about us at **VisitQuadCities.com** or engage with one of our many social media platforms.

Our Values:
People - Our strength lies in one QC team built by the goal that together is better.
Partnerships - Partners, stakeholders and customers are the focus and drive our collaborative business.
Personality - We love to tell stories about our unique regional destination to visitors and Quad Citizens.

Mission Statement: Visit Quad Cities enhances the region's quality of life and creates economic development opportunities through tourism to inspire and build our Mississippi River regional destination.

Vision Statement: The Quad Cities will be recognized internationally as a must-experience riverfront destination.

Brand Promise: We promise lifelong memories and authentic experiences inspired by the energy, culture and positive Midwestern spirit that defines our regional destination.

(309) 277-0937 | (800) 747- 7800 | www.visitquadcities.com
1601 River Drive, Suite 110 | Moline, IL 61265 | Fax (309) 764-9443

QUAD CITIES
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Our visitors come in many shapes, sizes and for many reasons - and they are here right now.

Based on our current hotel occupancy rate and assuming only one person per room, we could easily say there are at least 3,200 visitors in the Quad Cities each day, but we know there are more visitors here in the QC right now.

Quad Visitors are here for…

- Vacations & weekend getaways
- Meetings & conventions
- Sporting events
- Special events
- Live music, arts & culture, festivals and more
- Group tours
- Business travel
- Friends, family & reunions

The funding we receive from city and state hotel/motel taxes, grants, sponsors, partner investments and dues is returned each year through visitor spending in the Quad Cities.

With an average of more than 1.6+ million visitors to the Quad Cities each year, our communities receive more than $930 million in non-resident revenues which provides a significant ROI for the region. What if visitors stopped coming to the QC? How would our cities and counties make up for those lost dollars coming into our community?

- Visitor spending helps support 8,240 hospitality industry jobs in the Quad Cities
- Visitor spending saves each Quad Cities household more than $1,300 in taxes each year. Non-resident revenue generation is critical to our economy and quality of life because these revenues are re-invested in the region
- Visitors pay for hotel rooms, infuse hotel/motel taxes, and generate sales taxes
- Visitors pay for facility rentals & catering
- Visitors pay for admissions, shopping, drive airport revenues, and gas
- Visitors pay for dining, live entertainment, special events, attractions, museums and much more

We promote, market and sell the Quad Cities to people outside of our area at the regional, national and international level. They don't just come to the QC on their own.

We are like other economic development organizations in the Quad Cities that work hard to bring new business opportunities to the area. However, our focus is attracting new and repeat visitors that come to the Quad Cities throughout the year. We drive economic development through tourism and are the front porch to the QC brand experience, shaping perception and building reputation for our regional destination.

Brand and Destination Promotion, Marketing & Engagement

- We strategically and intentionally place TV, digital, radio, and print ads that promote and position the Quad Cities
- We develop earned media strategies to build a positive narrative about the QC
- We host journalists writing travel stories on our regional destination
- We distribute thousands of media releases about the Quad Cities to media outlets internationally
- We manage **visitquadcities.com** and six different social media platforms and encourage you to engage with us. These platforms provide valuable content for Quad Citizens and our visitors
- We promote our attractions, festivals, special events, hotels, and venues
- We produce a Quad Cities Experience Guide to market the QC
- We compete in a hyper-competitive space against other cities that are advertising and promoting their destinations, 365 days a year

Sales, Service & Relationship Development

- We attend conventions & trade shows to secure meetings, conventions, sporting events and group tours
- We create and connect experiences for group tours, meeting delegates, sports fans and players that are customized in order to deliver value and to stand out from our competitors
- We make personal touch points to prospect for new business
- We assess and analyze the request for bid fees and/or incentives to secure large group business. If there is a positive ROI for the community, we work on fundraising and secure the necessary investments to win the business
- We host meeting/sports planners for personalized tours of our facilities
- We service and manage every meeting/convention, sporting event and group tour that we host
- We compete daily against other cities to grow opportunities for the QC

Visitor Services & Destination Experience

- We create experiences with our partners that are uniquely Quad Cities in order to provide visitors and residents with lifetime memories and those Instagrammable moments that they can share with others
- We manage visitor experience centers in the Quad Cities to help visitors while they are visiting our unique regional destination and to offer a service to residents
- We maintain an 800 number and an online request form for visitors and residents to contact should they have any questions about their destination needs

QUADCITIES
VISITQUADCITIES.COM

Visit Quad Cities positively impacts the Q2030 Regional Action Plan's community goals and pillars by working collaboratively with other organizations, attracting & retaining talent, creating jobs, and differentiating our community from our competition.

We promote our QC creative energy, live music, arts and cultural scene, the Mississippi River, and we bring people to our area to experience it. We tell and sell the authentic Quad Cities story to visitors that don't live here and remind Quad Citizens how great it is to visit, live, invest, and work here. Destination promotion benefits our community.

- We showcase, build and enhance quality of life for Quad Citizens
- We promote our attractions, events & festivals and cultural institutions
- We promote our hotels, meeting facilities, and sporting event venues
- We promote our outdoor recreational, natural resources and lifestyle opportunities
- We promote our local businesses and special events to help them grow
- Our objective is to be a member of the team with organizations such as the Quad Cities Chamber of Commerce to attract/retain the best talent to move us forward

We serve the resident, visitor, and the Quad Cities community to make the biggest economic impact possible and provide the highest standard in customer service experience.

We welcome, inform and work with visitors to meet their needs and influence them to stay longer, spend more, and enjoy their QC experience so they can go back home to tell their friends and family that they need to visit too.

- We advocate for the Quad Cities through our partnerships with national, state, regional, and local organizations, governments, and businesses
- We are the organization that focuses on improving the region's brand image and perception of the Quad Cities while promoting the authenticity of each respective QC community
- We are the first touch point for many visitors before arrival and during their visit
- We help improve quality of life in our community as visitors spur economic growth, tax revenues, business creation, new events, new public amenities, etc.
- We are the "voice" for the visitor economy and the tourism industry always looking out for their needs
- Tourism positively effects every Quad Citizen. Tourism means local jobs and not just in hotels. Tourism impacts restaurants, florists, bakeries, shops, the local craft industry, transportation companies, gas stations, and much more
- We promote what is awesome about the Quad Cities regional destination

We are the only organization of its kind in the Quad Cities that promotes, advertises, and sells our region to visitors. We are, in fact, an economic development team that needs your support.

There are nearly 100 other Destination Management Organizations in Iowa and Illinois doing the same thing we do for our community and 5,000 nationwide. They are our competition for the same potential visitors and business opportunities. Not only are we competing regionally but at the national level.

- We compete against other cities to host new and repeat meetings, conventions, group tours, and sporting events
- We compete against other destinations with the advertising and marketing resources we strategically place to promote and differentiate the QC
- We compete against other destinations to attract and bring people to our unique attractions, special events and festivals, and hotel properties
- We compete against other cities to bring new investments into the Quad Cities

Visit Quad Cities Board of Directors

Mayor Stephanie Acri, City of Moline
John DeDoncker, TBK Bank
Mayor Bob Gallagher, City of Bettendorf
Jim Grafton, City of Silvis
Michelle Hargrave, Figge Art Museum
Todd Hajduk, TPC Deere Run
Dave Herrell, Visit Quad Cities; Ex officio
Nick Holke, Element Hotel
Mo Hyder, Rhythm City Casino Resort
Tony Knobbe, Scott County
Ben Leischner, Quad City International Airport
Jessica Licko-Avants, The J Bar Holiday Inn and Suites
Maria Ontiveros, Mercado on Fifth
Brandy Poston, Eastern Iowa Community Colleges
Paul Rumler, Quad Cities Chamber of Commerce
Jennifer Sautter, MindFire Communications
Corri Spiegel, City of Davenport
Kai Swanson, Rock Island County, Illinois & Augustana College
Brigitte Tapscott, John Deere Attractions
Mayor Mike Thoms, City of Rock Island

Executive Committee and Officers

Mo Hyder, Chairman
Kai Swanson, First Vice-Chair
Ben Leischner, Second Vice-Chair
Brigitte Tapscott, Treasurer
Dave Herrell, Secretary

For further information on Visit Quad Cities, visit us online at www.visitquadcities.com or call (309) 277-0937 or 1-800-747-7800.

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
8/19/2020

Subject:
Motion for suspension of the rules to vote on the item below.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	8/13/2020 - 12:27 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **8/19/2020**
Contact Info: Mallory Merritt 563-326-7792
Wards:

Subject:
Resolution authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
In response to the global pandemic, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief. Governor Reynolds allocated $100M of the State of Iowa's CARES Act funding allocation to local governments for direct expenses incurred in response to this emergency.

Through this program, the cities' maximum allocations were determined by 2019 populations. The City of Davenport's maximum reimbursement allocation is: $2,414,445.32. The City can submit a reimbursement request for necessary expenditures incurred due to the public health emergency and that are not eligible to be covered, or approved to be covered, by any other funding entity.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	State of Iowa Program Guidance

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	8/12/2020 - 5:16 PM
Finance Committee	Merritt, Mallory	Approved	8/12/2020 - 5:16 PM
City Clerk	Admin, Default	Approved	8/12/2020 - 5:51 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing a request for reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic; and

WHEREAS, Governor Kim Reynolds allocated $100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency; and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic; were not accounted for in the current fiscal year budget except for when the program allows; were incurred during the time period of March 1, 2020 through December 30, 2020; and have not been reimbursed from other sources.

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

1. the City of Davenport requests reimbursement in a maximum allocation amount set forth by the State of Iowa and not to exceed $2,414,445.32; and

2. the Finance Director is authorized to submit the reimbursement request for eligible expenditures in response to the COVID-19 public health emergency in accordance with state guidelines on behalf of the City of Davenport.

Attest:

_____
Brian Krup
Deputy City Clerk

Approved:

_____
Mike Matson
Mayor

Iowa COVID-19 Local Government Relief Fund

Governor Kim Reynolds has allocated $125 million for reimbursements to local governments for direct expenses incurred in response to the COVID-19 emergency.

$100 million for reimbursement will be divided between eligible cities and counties by 2019 estimated population. $25 million will be used to cover the local government portion of the FEMA match through the Iowa Department of Homeland Security and Emergency Management.

Consistent with the U.S. Treasury Department Guidance, funds may only be used to cover costs that:

A. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
B. Were not accounted for in the government entity's budget most recently approved as of March 27, 2020;
C. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and
D. Have not been reimbursed or where reimbursement has not been requested from another source of funds including, but not limited to, other federal programs.

The State of Iowa has entered into a contract with a third party accounting firm to manage the process to request reimbursement and process payments.

Necessary Expenditures Include the Acquisition and Distribution of:

- Personal Protective Equipment
- Sanitizing Products
- Testing Equipment and Supplies (test kits)
- Ventilators
- Other necessary COVID-19 Medical Supplies and Equipment

Other related necessary expenditures:

- Temporary Isolation or Quarantine Sites
- Medical Transportation
- Expenses for Sanitizing Public Areas and other Public Facilities
- Temporary Emergency Staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the COVID-19 Public Health Emergency
- Payroll costs for public health and public safety employees for services dedicated to mitigating or responding to the COVID-19 public health emergency
    - As a matter of administrative convenience in light of the emergency nature of this program, local governments may presume that 25% payroll costs for public health employees and 25% of payroll costs for public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Equipment used for the conduct of meetings by telephonic or electronic means
- Software or technology infrastructure to allow for local services to be provided while social distancing
- Additional costs associated with enhanced 211 capabilities

Process for Requesting Reimbursement of Qualified Expenses

A web-based process will be available to submit requests and upload supporting documentation and records.

To be eligible, a local government will need to pass a resolution from the governing body stating that all reimbursements submitted follow the Federal and State of Iowa guidance on how the funds should be spent, and that if the funds are misrepresented, the local government will be liable for repayment and any applicable penalty and interest.

Initial claims shall be for costs incurred between March 1, 2020 and July 31, 2020. Those claims shall be submitted by September 15, 2020. Expenses incurred August 1, 2020 – September 30, 2020 need to be submitted by October 1, 2020. Claims for reimbursement must include documentation of the incurred expense, such as invoices, payroll records, and or any other records as needed.

The state will review all submissions for completeness and accuracy, and then approve for reimbursement up to the allocated amount for each locality.

A local government must first submit reimbursement to FEMA for eligible items before requesting from the State. An item cannot be reimbursed by both FEMA and the State.

FEMA Public Assistance Requests

In order to maximize funding, local governments must agree to seek U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) reimbursement through the Public Assistance (PA) program for eligible expenditures. Local governments should work with the Iowa Department of Homeland Security and Emergency Management (HSEMD) to submit an application to the PA Program.

FEMA guidance indicates the following items would qualify:

- Personal protective equipment
- Sanitizing products
- Necessary medical supplies and equipment
- Temporary emergency staffing and overtime costs for staff that is substantially dedicated to the mitigation or response to the Covid-19 Public Health Emergency

Once a Request for Public Assistance (RPA) form has been submitted and approved by FEMA, local entities can submit a project worksheet, through the FEMA Grants Portal, for eligible costs associated with the COVID-19 Public Health Emergency along with documentation supporting the claimed costs. FEMA will review the submitted request for assistance/costs and supporting documentation and determine if any additional information is needed and make eligibility determinations. Once the project and costs are deemed to be eligible by FEMA, the project will be obligated/awarded by FEMA. There is a 75% Federal / 25% local cost share associated with the FEMA Public Assistance Projects and the state will pick up the 25% local cost share from the $25 million set aside.