



Vision

***THE CITY OF BETTENDORF IS THE MOST LIVABLE
COMMUNITY WITH RICH EDUCATIONAL, CULTURAL AND
RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A
VIBRANT RIVERFRONT AND A GROWING, COMPETITIVE
BUSINESS ENVIRONMENT.***

WE TAKE PRIDE IN OUR GREAT COMMUNITY

The Vision Statement for the City of Bettendorf outlines what Bettendorf wants in the future. Our preferred future is defined in value-based principles that can guide policies, decisions and operations. The City of Bettendorf is a Premier City in which to live.

**BETTENDORF CITY COUNCIL
COMMITTEE OF THE WHOLE
COUNCIL CHAMBERS – CITY HALL**

**MONDAY, JANUARY 6, 2020
5:00 P.M.**

AGENDA

- I. SWEARING IN OF MAYOR, COUNCIL MEMBERS AND PARK BOARD**
- II. POLICE PROMOTION OF BRIAN CROUCH TO RANK OF SERGEANT**
- III. ITEMS TO APPEAR**
- IV. CONSENT AGENDA ITEMS**
- V. REMAINING CONSENT AGENDA ITEMS**
- VI. ITEMS ADDED BY MAYOR AND COUNCIL**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF BETTENDORF, IOWA, WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING AUXILIARY AIDS AND SERVICES SHOULD CONTACT BETTENDORF CITY HALL AT (563) 344-4000 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE. THE REQUIREMENT THAT AN ORDINANCE BE READ THREE TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX OF THE SEVEN COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

**CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL**

**TUESDAY, JANUARY 7, 2020
7:00 P.M.**

AGENDA

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** – Given by Bettendorf Police Chaplain and Pastor of Hope Baptist Church, Pastor Mark Cannon
- 4. RECOGNITION** – Pleasant Valley Dance Team – State Champions
- 5. PROCLAMATION** – Human Trafficking Awareness Month requested by Family Resources' Braking Traffik Program
- 6. PROCLAMATION** – Martin Luther King Day, January 20, 2020 requested by the Corporation for National & Community Service
- 7. PROCLAMATION** – National Mentoring Month requested by Big Brothers Big Sisters
- 8. PUBLIC REQUESTS OF COUNCIL**
- 9. PUBLIC HEARING**
Regarding the amendment of Ordinance 16-18 pursuant to the terms of the Development Agreement with CDCQC, LLC
- 10. ORDINANCE**
Council Member Naumann to present the first reading of an ordinance amending Ordinance 16-18 pursuant to the terms of the Development Agreement with CDCQC, LLC
- 11. PUBLIC HEARING**
Regarding the transfer of Parcels #336 and #340 to MBGA, LLC pursuant to the Development Agreement terms
- 12. RESOLUTION**
Council Member Webster to present a resolution transferring Parcels #336 and #340 to MBGA, LLC pursuant to the Development Agreement terms

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER APPLICABLE FEDERAL AND STATE LAWS, ALL PUBLIC HEARINGS AND MEETINGS HELD OR SPONSORED BY THE CITY OF BETTENDORF, IOWA WILL BE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. PERSONS REQUIRING AUXILIARY AIDS AND SERVICES SHOULD CONTACT BETTENDORF CITY HALL AT (563) 344-4000 FIVE (5) DAYS PRIOR TO THE HEARING OR MEETING TO INFORM OF THEIR ANTICIPATED ATTENDANCE. THE REQUIREMENT THAT AN ORDINANCE BE READ THREE TIMES BEFORE PASSAGE MAY BE WAIVED BY COUNCIL UPON AN AFFIRMATIVE VOTE OF SIX (6) OF THE SEVEN (7) COUNCIL MEMBERS. THE PUBLIC IS ADVISED TO TAKE NOTE OF THIS PROCESS AND BE PREPARED TO SPEAK EITHER FOR OR AGAINST ANY ORDINANCE AT THE TIME OF FIRST READING.

13. ORDINANCE

Council Member Adamson to present the third and final reading of an ordinance amending Section 11-6-3 of the City Code of the City of Bettendorf, Iowa relating to the Downtown Master Plan (DMP) Overlay District

14. CONSENT AGENDA

15. ADJOURN

**CONSENT AGENDA
JANUARY 7, 2020**

ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM SHALL BE REMOVED AND DISCUSSED SEPARATELY.

- A. Minutes from December 17, 2019. (Approve and Adopt)
- B. Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5310 Financial Assistance. (Approve and Adopt)
- C. Resolution accepting improvements for the White Post Road Reconstruction Project. (Approve and Adopt)
- D. Resolution accepting improvements for the Middle Road and Forest Grove Widening and Resurfacing Project. (Approve and Adopt)
- E. Resolution awarding the contract and approving the contract and bond for the Family Museum Luckey Climber Pre-Construction/ Renovation work. (Approve and Adopt)
- F. Resolution approving the recruitment process for the Maintenance Worker position at the Life Fitness Center in the Parks and Recreation Department. (Approve and Adopt)
- G. Resolution authorizing the purchase of maintenance and service to continue using ESRI ArcGIS and ArcGIS Online for mapping and geolocation resources. (Approve and Adopt)
- H. Resolution appointing Anne Gannaway to the City of Bettendorf Planning and Zoning Commission. (Approve and Adopt)
- I. Resolution approving a liquor license renewal for Express Lane Gas and Food Mart; and a new liquor license for Twin Span Brewing. (Approve and Adopt)
- J. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



Office of the Mayor

Proclamation

- WHEREAS,** the United States was founded upon the principle that all people are created with the unalienable right to freedom, and added the 13th Amendment to the Constitution making slavery illegal; and
- WHEREAS,** human trafficking is modern-day slavery, claiming millions of victims worldwide, and found in the United States most often in the form of sexual exploitation, forced labor, involuntary servitude, and debt bondage; and
- WHEREAS,** this horrific crime, which denies human dignity and freedom, and fuels organized crime, exists in our very own community; and
- WHEREAS,** even though awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, the misunderstanding of its definition, and the lack of awareness about its indicators; and
- WHEREAS,** increased community education on how to identify victims of human trafficking along with increased knowledge of local resources and services for those affected by these criminal actions can help restore freedom and dignity to identified survivors, as well as help diminish the number of future victims; and
- WHEREAS,** fighting human trafficking is a shared responsibility, the efforts by our local community to promote the yearly observance of Human Trafficking Awareness Month in January enacts one of the examples of the continuous commitment in the United States and the State of Iowa to increase awareness of and to actively eradicate human trafficking; and
- WHEREAS,** the City of Bettendorf joins Braking Traffik, a program of Family Resources, in their dedication to providing community outreach and education, legislative advocacy, and comprehensive services to survivors of human trafficking.

NOW, THEREFORE, I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim the month of January 2020 as:

“Human Trafficking Awareness Month”

and urge all citizens to join in this observance.

DATED this 7th day of January, 2020.

Mayor Robert S. Gallagher





Office of the Mayor

Proclamation

WHEREAS, *Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and*

WHEREAS, *Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and*

WHEREAS, *the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and*

WHEREAS, *the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year.*

NOW, THEREFORE, *I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim January 20th as:*

“Martin Luther King Jr. Day”

in the Bettendorf community and calls upon its citizens to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

DATED *this 7th day of January, 2020*

Mayor Robert S. Gallagher



Office of the Mayor

Proclamation

WHEREAS, *everyone remembers someone special — a neighbor, teacher, relative, or friend — who broadened our horizons and brought purpose to our lives; and*

WHEREAS, *these special individuals singled us out and volunteered their time to help us become engaged and stay on the right track to success; and*

WHEREAS, *every adult has something to offer a child and every child has something to offer to our community; and*

WHEREAS, *research has shown that children engaged in healthy and safe one-to-one mentoring relationships are more likely to graduate high school, avoid incarceration and avoid delinquent behavior; and*

WHEREAS, *there are a significant number of vulnerable children in our community who need and want a positive role model in their lives; and*

WHEREAS, *our city embraces the concept of engaging volunteers to mentor children of promise in our community.*

NOW, THEREFORE, I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim the month of January 2020 as:

“MENTORING MONTH”

in our community. I encourage all citizens, businesses, public and private agencies and religious and educational institutions to support mentoring and give young people in our community the gift of time and friendship through Big Brothers Big Sisters.

DATED this 7th day of January, 2020

Mayor Robert S. Gallagher





COUNCIL LETTER

MEETING DATE: January 7, 2020

REQUESTED BY: Jeff Reiter

ITEM TITLE: Ordinance to Amend Ordinance 16-18, pursuant to the terms of the Development Agreement with CDCQC, LLC.

Explanation

One of the City of Bettendorf's top priorities in 2018 in its efforts to encourage economic development and revitalize the I-74 Corridor, was to see the former Lodge Hotel site fully redeveloped in a manner that supports the removal of blight, and generates positive economic gains for the City as a whole.

For more than three years, the former Lodge Hotel site had remained underutilized and undeveloped. And prior to that, the former hotel was blighted and in terrible disarray. A Development Agreement was brought to you by CDCQC, LLC in 2018, looking to fully develop the site, with a brand new hotel as the anchor property to the development. This Development Agreement supported the growth and development of the site, which had continued to depreciate over the years. This new development is supporting great new commercial and economic growth, generating new tax base and amenities.

As part of that Development Agreement, if CDCQC, LLC was successful in acquiring the parcel on the corner of Spruce Hills and Utica Ridge, which was home to the former 7-11 strip center, that parcel, notated as "Exhibit B" in the Development Agreement, would be included in the TIF District. CDCQC, LLC was successful with that acquisition, and at this time, staff wishes to request that City Council consider amending Ordinance 16-18, to include "Exhibit B" in the TIF District, pursuant to the terms of the Development Agreement.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:
N/A

List Attachments:

- Amended TIF Ordinance
- Development Agreement

ORDINANCE NO. _____-20

**ORDINANCE PROVIDING THAT TAX INCREMENT REVENUES
LEVIED AND COLLECTED EACH YEAR ON PROPERTY LOCATED
WITHIN URBAN RENEWAL AREA #3, IN THE CITY OF
BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR
THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF,
COUNTY OF SCOTT, BETTENDORF COMMUNITY SCHOOL
DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A
SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON
LOANS, MONIES ADVANCED TO AND INDEBTEDNESS,
INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY
SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL
REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Bettendorf, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 444-92, passed and approved on the 1st day of December, 1992, adopted the Bettendorf Urban Renewal Plan (the "Urban Renewal Plan") and has since been amended to include an urban renewal area known as Urban Renewal Area #3 (the "Urban Renewal Project Area"), which Urban Renewal Project Area includes the lots and parcels located within the area legally described in "Exhibit A" and "Exhibit B" attached to this ordinance.

WHEREAS, the City Council desires to amend Ordinance 16-18 which established the CDCQC, LLC Tax Increment Financing District for the division of revenue pursuant to Section 403.19 of the Code of Iowa to clarify the scope of the TIF District by specifying the following lots and parcels located within the area legally described in "Exhibit A" and "Exhibit B" (the "TIF District"); and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Bettendorf, Iowa in the future to finance urban renewal projects within the TIF District carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Bettendorf, Iowa desires to provide for the division of revenue from taxation in the TIF District, as described below, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA:

Section 1. That the taxes levied on the taxable property in the TIF District legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Bettendorf, County of Scott, Bettendorf Community School District, and all other taxing

districts from and after the effective date of this Ordinance shall be divided as hereinafter in the Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the TIF District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Bettendorf certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of the Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Bettendorf, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Bettendorf, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the TIF District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant Section 298.2, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the Urban Renewal Project Area without and limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the TIF District exceeds the total assessed value of the taxable property in the TIF District as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts or ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the TIF District, as described above. In the event that any provision of this Ordinance shall be

determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the TIF District and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

EXHIBIT A

Legal Description – Property

Lot 1 in Jumer's Castle Lodge Addition, an Addition to the City of Bettendorf, Iowa; In the County of Scott and State of Iowa; also, Lot 2 in Summit Hills Commercial Park Fifth Addition to the City of Bettendorf, Scott County, Iowa; also, that former highway conveyed by Grant from the State of Iowa recorded March 3, 1993 as Document No. 4914-93 described as follows, to wit: Part of the Southeast 1/4 of Section 17, Township 78 North, Range 4 East of the 5th Principal Meridian, City of Bettendorf, Scott County, Iowa, more particularly described as follows: Beginning at the southerly most corner of Lot 1 Jumer's Castle Lodge Addition to the City of Bettendorf, Iowa, said point being on the existing right of way line of I-74, thence South 16 degrees 32 minutes 41 seconds West, 15.12 feet (for purposes of this legal description, the southerly line of said Lot 1 is assumed to bear North 80 degrees 45 minutes 02 seconds West); thence North 80 degrees 45 minutes 02 seconds West, 170.06 feet; thence North 57 degrees 06 minutes 16 seconds West, 79.65 feet; thence North 50 degrees 11 minutes 56 seconds West, 124.44 feet to a point on the existing right of way line of I-74; thence South 57 degrees 07 minutes 02 seconds East, 200.04 feet along said right of way line; thence South 80 degrees 45 minutes 02 seconds East, 168.84 feet along said right of way line to the said point of beginning.

Parcel No. 8417533011

Common Address: 900 Spruce Hills Drive, Bettendorf, Iowa 52722

EXHIBIT B

Legal Description – Additional Property

Legal Description:

A tract of land in the Southeast Quarter of Section 17, Township 78 North, Range 4 East of the 5th P.M., City of Bettendorf, Scott County, Iowa, described as follows: Beginning at a point 757.71 feet North of and 1,248.85 feet East of the Southwest corner of the Southeast Quarter of said Section 17, (the South line of said Southeast Quarter is assumed due East-West) said point being the Northwest corner of Utica Ridge Road and Spruce Hills Drive; thence South 81 degrees 40' 40" West along the Interstate 74 ROW line a distance of 90.78 feet; thence North 81 degrees 36' 58" West along the I-74 ROW line a distance of 120.00 feet; thence North 16 degrees 30' 24" East a distance of 219.37 feet; thence South 77 degrees 59' 37" East a distance of 200.00 feet; thence South 15 degrees 56' 00" West along the Utica Ridge Road ROW line a distance of 180.0 feet to the point of beginning; containing 0.955 acres.

Property ID: 841753004

Property Address: 3232 Utica Ridge Road
Bettendorf, IA



Doc ID: 021621730018 Type: LAN
Recorded: 10/06/2018 at 10:25:56 AM
Fee Amt: \$92.00 Page 1 of 18
Scott County Iowa
Mita A. Vargas Recorder
File 2018-00031824

**DEVELOPMENT AGREEMENT; MINIMUM ASSESSMENT
AGREEMENT; TIF ORDINANCE; AND RESOLUTION
(CDCQC, LLC)
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Michelle Spencer,
1609 State Street
Bettendorf, IA 52722
Phone: (563) 344-4013

Taxpayer Information: (name and complete address)

City of Bettendorf
1609 State Street
Bettendorf, Iowa 52722

Return Document To: (name and complete address)

Michelle Spencer
1609 State Street,
Bettendorf, Iowa 52722

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (the "City"), and CDCQC, LLC, an Iowa Limited Liability Company (the "Developer"), as of the 7th day of June, 2018.

RECITALS

WHEREAS, Developer owns certain property, more specifically described on Exhibit A attached hereto (the "Property"), which is located within the Urban Renewal Area #3, and upon which the Developer intends to construct commercial facilities (individually, a "Project", collectively, the "Projects") on the Property; and

WHEREAS, Developer has an option to purchase certain property, more specifically described on Exhibit B attached hereto (the "Additional Property"), which is located within the Urban Renewal Area #3, and upon which the Developer intends to construct a Project;

WHEREAS, a Development Agreement was approved in April 15, 2014, between the City of Bettendorf and Spruce Hills Investment Partners, LLC, with the City agreeing to provide tax increment financing (TIF) rebates as support for a proposed development project on this Property; and

WHEREAS, Spruce Hills Investment Partners was not able to complete the prior project as proposed and Developer has purchased the Property, and may, following due diligence, purchase the Additional Property, and intends to construct a new Project or Projects within the site; and

WHEREAS, by approving this Agreement, the City hereby terminates the April 15, 2014 agreement with Spruce Hills Investment Partners and agrees to take steps to repeal Resolution No. 67-14 and Ordinance No. 11-14; and

WHEREAS, the Projects will not occur without financial assistance from the City of Bettendorf; and

WHEREAS, the parties agree the base year value of the Property for computation purposes of the TIF Rebate is the assessed value as of January 1, 2018, provided TIF certification occurs prior to December 1, 2019; and

WHEREAS, the parties agree the base year value of the Additional Property, should Developer take title thereto, for computation purposes of the TIF Rebate is the assessed value as of January 1, 2019, provided TIF certification occurs prior to December 1, 2020 ; and

WHEREAS, under Chapter 15A of the Code of Iowa, the City is required to determine that a public purpose will reasonably be accomplished and the City Council so finds that jobs will be preserved and expanded and tax base increased as a result of the agreement signed herein; and

WHEREAS, under Chapter 403 of the Code of Iowa, the City may enter into development agreements to attract and retain businesses to strengthen and revitalize the economy of the State of Iowa and the City of Bettendorf; and

WHEREAS, Chapters 15A and 403 of the Code of Iowa authorize cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Developer Obligations.

Developer shall construct, or cause to be constructed, a Home 2 Suites hotel, with a minimum of 107 hotel rooms (the "Hotel Project") to serve as the anchor Project for the development. Developer shall commence construction—of such hotel within forty-five (45) days of obtaining final approvals and permitting from the City necessary to construct the Hotel Project, and shall place such hotel into operation no later than December 31, 2019. Additional Projects may be constructed on the Property and Additional Property. Developer shall undertake future development work, consisting of but not limited to the construction of new buildings for commercial or mixed uses, and, if necessary, infrastructure improvements on or adjacent to the Property or Additional Property within existing easements or rights of way. All infrastructure improvements shall comply with City ordinances and engineering requirements. Developer agrees that any Project on the Additional Property will require the removal of all curb cuts on the Additional Property.

Developer may subdivide the Property into multiple lots in furtherance of its plans for commercial development or mixed use. Any subdivision of the Property shall require formal platting, with all costs of the replatting being paid by Developer. Platted lots may be retained by Developer, or sold to a third party.

Developer agrees that any buildings constructed on the Property during the term of this Development Agreement shall adhere to the design and performance standards identified in the UTICOD overlay district or shall be developed under a Planned Unit Development District with design standards being incorporated into the Development Plan submitted under the PUD.

It is anticipated that the final development will incorporate a number of mixed uses. Developer may request that the City's Comprehensive Plan, land use map, and zoning map be amended to allow for such a mixed use development within the Property. Upon receipt of such request, the City agrees to cause the necessary proceedings to be commenced to consider such amendments.

In order to provide the City with additional oversight over the manner in which the Projects are actually developed, the Parties agree that Projects shall only become eligible for the TIF Rebate (described below) following rezoning, if necessary, and site plan development approval. Notwithstanding the foregoing, it is understood and agreed to by the Parties that the Developer has the right to develop a Project on the Property under the current zoning classification, C-6, with said Project being eligible for TIF Rebate without further approvals beyond those already required for development; provided, however, any Project incorporating a restaurant or retail component will require the City's prior approval even if such use is a permitted use in the C-6 zoning classification. For avoidance of doubt, the City does not contemplate fast food-style restaurants or traditional strip mall-style retail businesses as TIF-eligible Projects on the Property under this Agreement.

Notwithstanding anything to the contrary herein, the Developer shall be eligible for the TIF Rebate on the Additional Property for the development of Projects conforming with the existing C-3 zoning classification (with the exception of a gas station or convenience store providing gas), following site plan development approval.

Notwithstanding anything to the contrary hereinafter, Developer hereby acknowledges and agrees that Developer shall retain all TIF Rebates attributable to the development of a Project and any pass-through of TIF Rebates shall be by separate agreement at Developer's discretion. Developer further agrees that no TIF Rebate received for any Project on the Property or Additional Property shall be paid or rebated to any use not meeting the current C-6 zoning classification.

Section 2.

Economic Development Payments.

The City agrees to make tax increment rebate payments (each, the "TIF Rebate") to Developer or its escrow agent in support of the Projects. The TIF Rebate shall be paid only from the tax incremental revenues derived from the Project for the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa. For the purposes of this Agreement, the tax incremental revenues derived from the Project shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of the base year assessment.

Developer shall be entitled to the TIF Rebate that accumulates for the entire Property, including the Additional Property if Developer closes on the purchase thereof, regardless of changes in ownership of any individually platted lots. It shall be up to the Developer to determine whether the TIF Rebate shall pass through to the individual lot owners. If the Property, or Additional Property if Developer closes on the purchase thereof, is subdivided, each tax parcel may constitute a separate Project under this Agreement and shall be awarded its own TIF Rebate stream, subject to written approval as provided for in Section 1 above, for a full ten (10) year period, with twenty (20) full payments (subject to the possibility of partial payments described in the subsequent paragraph if a partial assessment is issued for the Hotel Project). Notwithstanding the foregoing, in no event shall TIF Rebate payments be made to Developer under this Agreement beyond June 1, 2033 for any subdivided Project.

The TIF Rebates shall be made on December 1st and June 1st of each fiscal year, and shall continue for a period of a maximum of ten (10) full fiscal years of taxes, plus any partial TIF Rebate that may accumulate during the period of time during which the Project is partially assessed on or about November 1st of each year, the Developer shall report to the City the status of payment of all property taxes then due on the Property, and Additional Property if Developer takes title thereto, and certify to the City the eligible reimbursement costs associated with the Projects. On December 1st of each year, and based upon the Developer's certification to the City, the City shall certify said amount to the county auditor pursuant to Iowa Code Section 403.19(6) as debt incurred within the District (as established by the Tax Increment Financing Ordinance). Assuming commencement of the Hotel Project by December 31, 2018, partial assessment of the Hotel Project on January 1, 2019, debt certification to the County Auditor by the City pursuant to Iowa Code Section 403.19 prior to December 1, 2019, and compliance with the terms of the Agreement by Developer at the time of each payment, partial economic development payments shall commence on December 1, 2020. Assuming completion of the Hotel Project by December 31, 2019, full assessment of the Hotel Project on January 1, 2020, debt certification to the County Auditor by the City pursuant to Iowa Code Section 403.19 prior to December 1, 2020, and compliance with the terms of the Agreement by Developer at the time of each payment, the economic development payments shall commence on December 1, 2021, and end on June 1, 2031, under the following formula:

December 1, 2020	100% of Tax Increments for the first half of Fiscal Year 20-21
June 1, 2021	100% of Tax Increments for the second half of Fiscal Year 20-21
December 1, 2021	100% of Tax Increments for the first half of Fiscal Year 21-22
June 1, 2022	100% of Tax Increments for the second half of Fiscal Year 21-22
December 1, 2022	100% of Tax Increments for the first half of Fiscal Year 22-23
June 1, 2023	100% of Tax Increments for the second half of Fiscal Year 22-23
December 1, 2023	100% of Tax Increments for the first half of Fiscal Year 23-24
June 1, 2024	100% of Tax Increments for the second half of Fiscal Year 23-24
December 1, 2024	100% of Tax Increments for the first half of Fiscal Year 24-25
June 1, 2025	100% of Tax Increments for the second half of Fiscal Year 24-25
December 1, 2025	100% of Tax Increments for the first half of Fiscal Year 25-26
June 1, 2026	100% of Tax Increments for the second half of Fiscal Year 25-26
December 1, 2026	100% of Tax Increments for the first half of Fiscal Year 26-27
June 1, 2027	100% of Tax Increments for the second half of Fiscal Year 26-27

December 1, 2027	100% of Tax Increments for the first half of Fiscal Year 27-28
June 1, 2028	100% of Tax Increments for the second half of Fiscal Year 27-28
December 1, 2028	100% of Tax Increments for the first half of Fiscal Year 28-29
June 1, 2029	100% of Tax Increments for the second half of Fiscal Year 28-29
December 1, 2029	100% of Tax Increments for the first half of Fiscal Year 29-30
June 1, 2030	100% of Tax Increments for the second half of Fiscal Year 29-30
December 1, 2030	100% of Tax Increments for the first half of Fiscal Year 30-31
June 1, 2031	100% of Tax Increments for the second half of Fiscal Year 30-31

Pursuant to the terms of Iowa Code §403.6(19), Developer agrees to execute a Minimum Assessment Agreement for the Property in the amount of Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00) effective as of January 1, 2020, and to execute a Minimum Assessment Agreement for the Additional Property, should Developer take title thereto, following site development plan approval as required by the City and Section 1 above. The Minimum Assessment Agreement(s) shall be in full force and effect for the duration of the TIF Rebates and shall run with the land upon execution.

Section 3. Term of Agreement.

The tax increment revenues described in Section 2 above shall accumulate and be available for rebate through the life of the TIF Rebate stream. This Agreement shall terminate once all TIF Rebates have concluded.

Section 4. Right of Non-Appropriation.

The TIF Rebates shall be payable from and secured solely and only by amounts deposited and held in the applicable tax increment revenue fund of the City under Iowa Code §403.19 and derived from the Property and Additional Property. The TIF Rebates shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received by the City under Iowa Code §441.21A and any monies received back by the City under Iowa Code Ch. 426C relating to the Business Property Tax Credit shall not be used to pay TIF Rebates to Developer.

Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the TIF Rebate from the Pledged Tax Increment Revenues described in Section 2 hereto shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of the City as provided in this section. The City may exercise its right of non-appropriation as to the amount of the TIF Rebates to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by an ordinance approved by two thirds (2/3) of the City Council affirmatively declaring the City's election not to appropriate funds otherwise required to be paid in the next fiscal year under the Development Agreement. The vote for non-appropriation shall require three prior separate readings at regularly-scheduled City Council meetings, with no suspension of the rules or shortening the timing of the readings or approvals.

In the event the City Council of the City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Pledged TIF Rebate described in Section 2 hereto for the payment in full of the installments on the TIF Rebate due and payable in that fiscal year, then the City shall have no further obligation to the Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose.

The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to pay future installments on the TIF Rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

Section 5. Assignment.

This Agreement may not be assigned by either party without the express permission and approval of the other party. However, the City hereby gives its permission that the Developer's right to receive TIF Rebates hereunder may be assigned by the Developer to an affiliate, assignee, or lender without further action on the part of the City in conjunction with an escrow agent as referenced herein.

Section 6. Events of Default; Remedies.

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Projects to be completed pursuant to the terms and conditions of this Agreement, unless a delay is caused in whole or in part by the City or force majeure;
- b. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- c. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Property or Additional Property or;
- e. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;
- f. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or

g. Failure of the Developer or any lienholder to execute or comply with the Minimum Assessment Agreement(s).

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions, after (except in the case of an Event of Default under subsections 6.1(f) of said Section 6.1) the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the certificate of completion;
- d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- e. The City will have no obligation to make payment of economic development payments to Developer subsequent to the Event of Default.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section 7. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Section 8. Governing Law.

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

Section 9. Jury Trial Waiver.

The parties hereto, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury in any litigation based on or arising out of this agreement or instrument, or any related instrument or agreement, or any of the transactions contemplated hereby or any course of conduct, dealing, statements, whether oral or written, or action of any party hereto. No party shall seek to consolidate by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by all parties.

Section 10. Entire Agreement.

This Agreement and any documents delivered and recorded pursuant hereto constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreement or understanding relating to the subject matter of this Agreement.

Section 11. Amendments.

No change, amendment, or termination or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless agreed in writing by the parties and the same follows applicable State statutes.

Section 12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

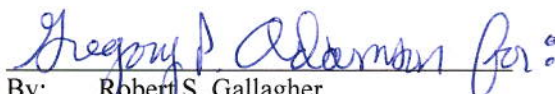
Section 13. Additional Property Purchase Contingency.

Developer's obligations under this Agreement relating to the Additional Property, including, but not limited to, executing a minimum assessment agreement and making payment of property taxes for the Additional Property, shall be contingent upon the closing on the purchase of the Additional Property pursuant to the terms and conditions of that certain Sales Contract between Developer, as buyer, and 7-11, Inc., as seller. Notwithstanding anything contained in this Agreement to the contrary, Developer shall have no liability whatsoever under this Agreement or otherwise for failing to complete the purchase and closing, for reasons outside of Developer's control.

Furthermore, failure by Developer to close on and purchase the Additional Property shall not alter or otherwise invalidate the terms of this Agreement relating to the Property, all of which shall remain in full force and effect unless changed in accordance with the terms contained herein.

CITY OF BETTENDORF

CDCQC, LLC


By: Robert S. Gallagher
Its: Mayor


By: James V. Russell
Its: Manager

Attested by:


By: Decker P. Ploehn
Its: City Clerk

EXHIBIT A

Legal Description – Property

Lot 1 in Jumer's Castle Lodge Addition, an Addition to the City of Bettendorf, Iowa; In the County of Scott and State of Iowa; also, Lot 2 in Summit Hills Commercial Park Fifth Addition to the City of Bettendorf, Scott County, Iowa; also, that former highway conveyed by Grant from the State of Iowa recorded March 3, 1993 as Document No. 4914-93 described as follows, to wit: Part of the Southeast 1/4 of Section 17, Township 78 North, Range 4 East of the 5th Principal Meridian, City of Bettendorf, Scott County, Iowa, more particularly described as follows: Beginning at the southerly most corner of Lot 1 Jumer's Castle Lodge Addition to the City of Bettendorf, Iowa, said point being on the existing right of way line of I-74, thence South 16 degrees 32 minutes 41 seconds West, 15.12 feet (for purposes of this legal description, the southerly line of said Lot 1 is assumed to bear North 80 degrees 45 minutes 02 seconds West); thence North 80 degrees 45 minutes 02 seconds West, 170.06 feet; thence North 57 degrees 06 minutes 16 seconds West, 79.65 feet; thence North 50 degrees 11 minutes 56 seconds West, 124.44 feet to a point on the existing right of way line of I-74; thence South 57 degrees 07 minutes 02 seconds East, 200.04 feet along said right of way line; thence South 80 degrees 45 minutes 02 seconds East, 168.84 feet along said right of way line to the said point of beginning.

Parcel No. 8417533011

Common Address: 900 Spruce Hills Drive, Bettendorf, Iowa 52722

EXHIBIT B

Legal Description – Additional Property

Legal Description:

A tract of land in the Southeast Quarter of Section 17, Township 78 North, Range 4 East of the 5th P.M., City of Bettendorf, Scott County, Iowa, described as follows: Beginning at a point 757.71 feet North of and 1,248.85 feet East of the Southwest corner of the Southeast Quarter of said Section 17, (the South line of said Southeast Quarter is assumed due East-West) said point being the Northwest corner of Utica Ridge Road and Spruce Hills Drive; thence South 81 degrees 40' 40" West along the Interstate 74 ROW line a distance of 90.78 feet; thence North 81 degrees 36' 58" West along the I-74 ROW line a distance of 120.00 feet; thence North 16 degrees 30' 24" East a distance of 219.37 feet; thence South 77 degrees 59' 37" East a distance of 200.00 feet; thence South 15 degrees 56' 00" West along the Utica Ridge Road ROW line a distance of 180.0 feet to the point of beginning; containing 0.955 acres.

Property ID: 841753004

Property Address: 3232 Utica Ridge Road
Bettendorf, IA

ORIGINAL

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this 24th day of SEPTEMBER, 2018, is entered into by and between the City of Bettendorf, Iowa, ("City") and CDCQC, LLC, an Iowa limited liability company).

WITNESSETH:

WHEREAS, the City and CDCQC, LLC have entered into a development agreement dated June 7, 2018 (the "Development Agreement"), which calls for the development of certain improvements, including the redevelopment of the site formerly home of The Lodge Hotel, more particularly described in the Development Agreement; and

WHEREAS, these improvements shall be constructed on land legally described on attached Exhibit A (the "Property"); and

WHEREAS, the City and CDCQC, LLC desire to establish a minimum actual value for the Property that shall be effective no later than January 1, 2020, and from then on until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum assessed value of the Property.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other and the terms and contingencies of the Development Agreement hereby agree as follows:

1. Commencing on or before January 1, 2020, and continuing for the life of the tax increment financing rebate payments as described in the Development Agreement, CDCQC, LLC agrees not to contest or appeal any valuation established by the Scott County Assessor at \$6,750,000 or below for the land and improvements on the Property.

2. Notwithstanding the foregoing paragraphs, CDCQC, LLC may contest or appeal the assessment on the Property in any year where CDCQC, LLC is able to produce a full appraisal report prepared by an MAI certified appraiser which demonstrates that the Property is assessed at an amount greater than the Property's actual value as defined by Iowa Code Section 441.21. The appraiser must be approved by the City prior to the appraisal report being prepared.

3. This Agreement shall be promptly recorded with the Scott County Recorder in accordance with Chapter 403 of the Iowa Code.

4. This Agreement shall inure to the benefit of and be binding upon the successor and assigns of the parties.

CITY OF BETTENDORF

By: Decker P. Ploehn
City Administrator

STATE OF IOWA, COUNTY OF SCOTT:

On this 1st day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared Decker Ploehn, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Bettendorf executing the foregoing instrument; that the instrument was signed on behalf of the City by authority of its City Council; that City Administrator acknowledged the execution of the instrument to be the voluntary act and deed of the City by it and by him voluntarily executed.

Jody Matje
Notary Public

CDCQC, LLC

By: [Signature]
Manager



STATE OF IOWA, COUNTY OF SCOTT:

On this 24 day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared James Russell, to me personally known, who, being by me duly sworn, did say that he is the Manager of CDCQC, LLC, executing the foregoing instrument; that said Manager acknowledged the execution of the instrument to be the voluntary act and deed of CDCQC, LLC, by it and by him voluntarily executed.



[Signature]
Notary Public

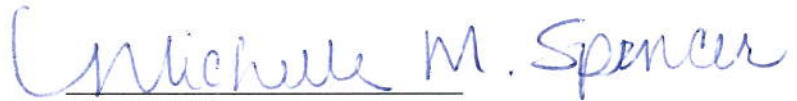
CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to the land and improvements upon completion shall not be less than \$6,750,000 commencing no later than January 1, 2020.

By: 
Thomas McManus, Scott County Assessor

STATE OF IOWA, COUNTY OF SCOTT:

On this 8th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared Thomas McManus, to me personally known, who, being by me duly sworn, did say that he is the Scott County Assessor executing the foregoing instrument; that said Assessor acknowledged the execution of the instrument to be the voluntary act and deed of the Office of the Scott County Assessor, by it and by him voluntarily executed.


Notary Public



ORDINANCE NO. 16 -18

**ORDINANCE PROVIDING THAT TAX INCREMENT REVENUES
LEVIED AND COLLECTED EACH YEAR ON PROPERTY LOCATED
WITHIN URBAN RENEWAL AREA #3, IN THE CITY OF
BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR
THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF,
COUNTY OF SCOTT, BETTENDORF COMMUNITY SCHOOL
DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A
SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON
LOANS, MONIES ADVANCED TO AND INDEBTEDNESS,
INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY
SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL
REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Bettendorf, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 444-92, passed and approved on the 1st day of December, 1992, adopted the Bettendorf Urban Renewal Plan (the "Urban Renewal Plan") and has since been amended to include an urban renewal area known as Urban Renewal Area #3 (the "Urban Renewal Project Area"), which Urban Renewal Project Area includes the lots and parcels located within the area legally described in "Exhibit A" attached to this ordinance.

WHEREAS, the City Council desires to establish the CDCQC, LLC Tax Increment Financing District for the division of revenue pursuant to Section 403.19 of the Code of Iowa for the following lots and parcels located within the area legally described in "Exhibit A" (the "TIF District"); and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Bettendorf, Iowa in the future to finance urban renewal projects within the TIF District carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Bettendorf, Iowa desires to provide for the division of revenue from taxation in the TIF District, as described below, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA:

Section 1. That the taxes levied on the taxable property in the TIF District legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Bettendorf, County of Scott, Bettendorf Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in the Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the TIF District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Bettendorf certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of the Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Bettendorf, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Bettendorf, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the TIF District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant Section 298.2, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the Urban Renewal Project Area without and limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the TIF District exceeds the total assessed value of the taxable property in the TIF District as shown by the assessment role referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the TIF District shall be paid into the funds for the respect taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

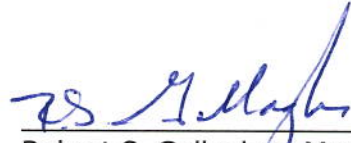
Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts or ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the TIF District, as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section

403.19 of the Code of Iowa with reference to the TIF District and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this 2nd day of July, 2018.


Robert S. Gallagher, Mayor

ATTEST:


Decker P. Ploehn, City Clerk

*** Proof of Publication ***

STATE OF IOWA
SCOTT COUNTY, } ss.

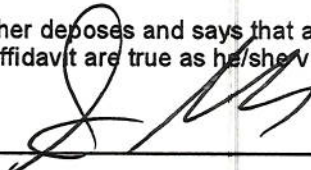
COPY

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the dates listed below.

CITY OF BETTENDORF
MICHELLE SPENCER
1609 STATE ST
BETTENDORF, IA 52722

ORDER NUMBER 11893

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.



ORDINANCE NO. 16-18
ORDINANCE PROVIDING THAT TAX INCREMENT REVENUES BE LEVIED AND COLLECTED EACH YEAR ON PROPERTY LOCATED WITHIN URBAN RENEWAL AREA #3, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF, COUNTY OF SCOTT, BETTENDORF COMMUNITY SCHOOL DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL REDEVELOPMENT PROJECT.

WHEREAS, the City Council of the City of Bettendorf, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 444-92, passed and approved on the 1st day of December, 1992, adopted the Bettendorf Urban Renewal Plan (the "Urban Renewal Plan") and has since been amended to include an urban renewal area known as Urban Renewal Area #3 (the "Urban Renewal Project Area"), which Urban Renewal Project Area includes the lots and parcels located within the area legally described in "Exhibit A" attached to this ordinance.

WHEREAS, the City Council desires to establish the CDCOC, LLC Tax Increment Financing District for the division of revenue pursuant to Section 403.19 of the Code of Iowa for the following lots and parcels located within the area legally described in "Exhibit A" (the "TIF District"); and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Bettendorf, Iowa in the future to finance urban renewal projects within the TIF District carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Bettendorf, Iowa desires to provide for the division of revenue from taxation in the TIF District, as described below, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA:

Section 1. That the taxes levied on the taxable property in the TIF District legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Bettendorf, County of Scott, Bettendorf Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in the Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the TIF District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Bettendorf certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of the Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Bettendorf, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Bettendorf, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the TIF District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant Section 298.2, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the Urban Renewal Project Area without and limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the TIF District exceeds the total assessed value of the taxable property in the TIF District as shown by the assessment role referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the TIF District shall be paid into the funds for the respect taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts or ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the TIF District, as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the TIF District and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law. PASSED, APPROVED, AND ADOPTED this 2nd day of July, 2018.

Robert S. Gallagher, Mayor
ATTEST:
Decker P. Ploehn, City Clerk

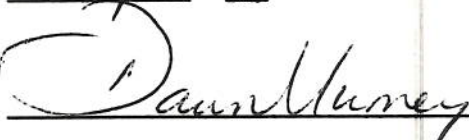
PUBLISHED ON: 07/11/2018

TOTAL AD COST: 88.64

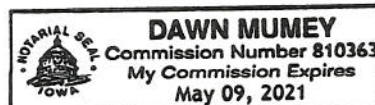
FILED ON: 7/11/2018

Subscribed and sworn to before me by said affiant this 11 day of

July 2018.



Notary Public in and for Scott County, Iowa



A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF BETTENDORF AND CDCQC, LLC.

WHEREAS, the City of Bettendorf has identified a "Lodge" site development as a Top Priority, and

WHEREAS, the economic revitalization and removal of blight at this site continues to be at the forefront of City planning and development, and

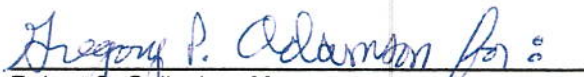
WHEREAS, CDCQC, LLC. has approached the City of Bettendorf with a plan to completely redevelop the corridor with a new hotel product, and additional mixed uses to support new economic growth, and

WHEREAS, CDCQC, LLC. and the City of Bettendorf have negotiated a Development Agreement which includes financial participation on the part of the City of Bettendorf in the form of tax increment financing, and

WHEREAS, the City Council has determined a public purpose will be accomplished by the removal of blight and an increase in economic growth that generate public gains and benefits as mandated by Section 15A of the Code of Iowa.

NOW, THEREFORE IT BE RESOLVED BY THE CITY OF BETTENDORF the approval and authorization of a Development Agreement by and between the City of Bettendorf and CDCQC, LLC.

Passed, Approved and Adopted this 5th day of June, 2018.


Robert S. Gallagher, Mayor

Attest:


Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: January 7, 2020

REQUESTED BY: Jeff Reiter
Chris Curran

ITEM TITLE: Resolution approving the transfer of Parcel's #336 and #340 to MBGA, LLC, pursuant to the Development Agreement terms.

Explanation

For years, the staff and City Council have been working to address the priority of redevelopment of Downtown Bettendorf. Many great strides have been made, including the establishment of the DBO SSMID, the opening of The Bridges Lofts, and the new Ascentra Credit Union HQ, just to name a few.

To continue this positive momentum, MBGA, LLC brought a Development Agreement forth, which City Council approved, to construct a 65,000 square foot mixed use development on the block immediately north of The Bridges Lofts. That Development Agreement included the transfer of remnant parcel's #336 and #340 to the developer, in order to complete the development.

At this time, staff requests a Resolution approving the transfer and directing the City Attorney to prepare requisite documents to transfer Parcel's #336 and #340 to MBGA, LLC, pursuant to the Development Agreement terms, and authorizes the Mayor and City Clerk to sign said documents.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:
N/A

List Attachments:

- Resolution
- Development Agreement
- Parcel #336 and #340 Ownership Documentation

**RESOLUTION APPROVING THE TRANSFER OF PARCEL
#336 AND PARCEL #340 TO MBGA, LLC, PURSUANT
TO DEVELOPMENT AGREEMENT TERMS**

WHEREAS, the City of Bettendorf has targeted certain underdeveloped areas for redevelopment; and

WHEREAS, the block between 15th Street and 16th Street, north of old State Street and south of Grant Street; north of The Bridges Lofts as an underdeveloped property; and

WHEREAS, MBGA, LLC (the developer) approached the City of Bettendorf with a redevelopment opportunity for the area emphasizing a highly desirable mixed use 65,000sf development; and

WHEREAS, the Developer and the City of Bettendorf negotiated a Development Agreement which specified the transfer of certain parcels, namely, Parcels #336 and #340 as specifically described on Exhibit A (the "Property") in order to complete the new development.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bettendorf, Iowa hereby approves the transfer of the Property to MBGA, LLC, directs the City Attorney to prepare said documents as necessary to transfer the property to MBGA, LLC, pursuant to the Development Agreement Terms, and authorizes the Mayor and City Clerk to sign said documents.

Passed, Approved and Adopted this 7th day of January, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

EXHBIT A

PARCEL #336

A parcel of land located in Lot 5 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa more particularly described as follows:

Beginning at the southwest corner of said Lot 5; thence North 01 degree 34 minutes 19 seconds West, 126.97 feet along the west line of said Lot 5; thence South 75 degrees 13 minutes 38 seconds East, 52.07 feet to the east line of said Lot 5; thence south 01 degree 34 minutes 16 seconds East, 110.49 feet along said east line to the southeast corner of said Lot 5; thence South 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 5 to the Point of Beginning, containing 5,932 square feet, more or less.

Note: The south line of said Lot 5 is assumed to bear South 86 degrees 20 minutes 04 seconds West.

Direct access between the above described parcel of land and U.S. 67 (Grant Street) will be prohibited.

This conveyance is subject to all easements of record.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

PARCEL #340

A parcel of land located in Lot 4 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa more particularly described as follows:

Beginning at the southwest corner of said Lot 4; thence North 01 degree 34 minutes 16 seconds West, 110.49 feet along the west line of said Lot 4; thence South 68 degrees 47 minutes 41 seconds East, 54.19 feet to the east line of said Lot 4; thence south 01 degree 34 minutes 13 seconds East, 87.68 feet along said east line to the southeast corner of said Lot 4; thence South 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 4 to the Point of Beginning, containing 4,951 square feet, more or less.

Note: The south line of said Lot 4 is assumed to bear South 86 degrees 20 minutes 04 seconds West.

Direct access between the above described parcel of land and U.S. 67 (Grant Street) will be prohibited.

This conveyance is subject to all easements of record.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF BETTENDORF, IOWA

AND

MBGA, LLC

November 5, 2019

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 5 day of November, 2019, by and among the CITY OF BETTENDORF, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended ("Urban Renewal Act"), and MBGA, LLC, an Iowa limited liability company having offices for the transaction of business at 1805 State Street, Suite 101, Bettendorf, IA 52722 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, on November 21, 2017, adopted the amended Urban Renewal Plan for the Downtown Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Scott County, Iowa; and

WHEREAS, Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof ("Development Property"); and

WHEREAS, Developer shall build Minimum Improvements and Public Improvements on the Development Property; and

WHEREAS, the Minimum Improvements and Public Improvements shall prepare the Development Property for future economic development and support the creation and/or retention of jobs through businesses that will be able to operate on the Development Property after the improvements are completed; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Annual Certification means the certifications that the Developer must complete and submit to the City each year as described in Section 5.7 of this Agreement and attached as Exhibit E.

DT Bettendorf Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Bettendorf, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Construction Plans means the plans, specifications, drawings, and related documents for the Minimum Improvements and Public Improvements; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means MBGA, LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 6.1 of this Agreement.

Development Property means that portion of the Downtown Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VII of this Agreement.

Event of Default means any of the events described in Section 9.1 of this Agreement that have continued beyond applicable notice and cure periods.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements and Public Improvement or all such Mortgages as appropriate.

MBGA, LLC TIF Account means a separate account within the Downtown Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

Minimum Improvements means the construction of mixed use office/retail building, and related improvements, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article IV of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinance of the City, as may be amended and enacted from time to time, under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the Downtown Urban Renewal Tax Increment Revenue Fund.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Public Improvements shall mean the construction of certain infrastructure, including streets, water mains, and storm and sanitary sewer infrastructure, to be completed by Developer on the Development Property under this Agreement, as detailed in Exhibit B attached to this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in MBGA, LLC TIF Account of the Downtown Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance. For the purposes of this Agreement the tax revenues on the Minimum Improvements shall mean the tax generated on assessed value on the Development Property over the assessed value of the Development Property as of January 1, 2020. Base year valuation will be established on January 1, 2020.

Termination Date means the date of termination of this Agreement, as established in Section 10.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Urban Renewal Area means the area known as the Downtown Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan, approved with respect to the Downtown Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. MBGA, LLC, is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall reasonably cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements and Public Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws, ordinances, and regulations.

h. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements or Public Improvements may be lawfully constructed.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements and Public Improvements will commence on or before December 1, 2019, and will be completed by December 31, 2020.

l. Developer shall use commercially reasonable efforts to cause the Minimum Improvements to be occupied by a business(es) that adds and retains employees at the Minimum Improvements in the City until at least the Termination Date.

m. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS, PROPERTY TAXES

Section 3.1. Construction of Minimum Improvements and Public Improvements. Developer agrees that it will cause the Minimum Improvements and Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements and Public Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of not less than Eight Million Five Hundred Thousand Dollars (\$8,500,000).

Section 3.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements and Public Improvements which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, the City of Bettendorf Downtown Master Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and Public Improvements; and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements or Public Improvements as constructed.

Section 3.3. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements and Public Improvements to be undertaken and completed by the date in Section 2.2(k) or by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements and Public Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

b. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements and Public Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

c. Upon notice from the Developer of completion of the Minimum Improvements and Public Improvements, the City shall inspect the Minimum Improvements and Public Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures; the City approves the Public Improvements; the Developer shall dedicate to the City and the City shall accept dedication of the Public Improvements. If the City determines that the Minimum Improvements and/or Public Improvements are not acceptable, it shall notify the Developer within twenty (20) business days in the form described in Section 3.4 below.

Section 3.4. Certificate of Completion. Within twenty (20) business days after written request by Developer after completion of the Minimum Improvements and Public Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements and Public Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deed and other instruments pertaining to the Development Property at Developer's sole expense.

If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such twenty (20) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements and/or Public Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Section 3.5. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

Developer and its permitted successors agree that prior to the Termination Date:

- a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and
- b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date.
- c. The assessment category for the Development Property will be commercial and they shall not take any action to request or effect a change in such category.
- d. They will be agreeable to paying into the Downtown Bettendorf Self-Supported Municipal Improvement District based on the assessed value established in the Minimum Assessment Agreement that accompanies this Agreement, or such value established above said minimum assessment by the Scott County Assessor.

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

- a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and Public Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
 - i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements and Public Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
 - ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request the Developer will provide the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Public Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Public Improvements (until the City accepts dedication of the Public Improvements) or the Minimum Improvements (excepting any portion of the Minimum Improvements no longer owned by Developer) or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Public Improvements and/or Minimum Improvements, as applicable, to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Public Improvements (until the City accepts dedication of the Public Improvements) or the Minimum Improvements (excepting any portion of the Minimum Improvements no longer owned by Developer), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

f. Developer shall only be required to insure the Public Improvements until acceptance of the Public Improvements by the City.

ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Development Property. Developer will maintain, preserve, and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements and Public Improvements.

Section 5.4. Non-Discrimination. In the construction and operation of the Minimum Improvements and Public Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 5.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.6. Employment. Developer is constructing the Minimum Improvements with the anticipation that the Minimum Improvements will be occupied by commercial enterprise(s) that will be employing individuals therein at least until the Termination Date of this Agreement, and Developer will use commercially reasonable efforts to attract such an enterprise to locate its business in the Minimum Improvements.

Section 5.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements, the fully assessed value, and the current assessed value; (iii) the name of any enterprise operating a business that employs employees in the Minimum Improvements; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2020 and continuing until the October 15 preceding the last Economic Development Grant to be made. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for the form required for Developer's Annual Certification.

Section 5.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements and Public Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements and Public Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements and Public Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements and Public Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements and Public Improvements shall be paid when due.

ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 6.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agree that no portion of the Development Property (except with respect to the dedication of right of way to the City) or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code §§ 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. ECONOMIC DEVELOPMENT GRANTS

Section 7.1. Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of each payment, to make up to twenty eight (28) consecutive semi-annual payments of Economic Development Grants to Developer under the terms and conditions of this Agreement.

b. Schedule of Grants. Assuming completion by December 31, 2020, full assessment of the Minimum Improvements on January 1, 2021, debt certification to the County Auditor by the City pursuant to Iowa Code Section 403.19 prior to December 1, 2020, and compliance with the terms of the Agreement by Developer at the time of each payment, the Economic Development Grants shall commence on December 1, 2022, and end on June 1, 2036, under the following formula:

December 1, 2022	100% of Tax Increments for the first half of Fiscal Year 22-23 50% to be reimbursed to the City by the Developer
June 1, 2023	100% of Tax Increments for the second half of Fiscal Year 22-23 50% to be reimbursed to the City by the Developer
December 1, 2023	100% of Tax Increments for the first half of Fiscal Year 23-24 50% to be reimbursed to the City by the Developer
June 1, 2024	100% of Tax Increments for the second half of Fiscal Year 23-24 50% to be reimbursed to the City by the Developer
December 1, 2024	100% of Tax Increments for the first half of Fiscal Year 24-25 50% to be reimbursed to the City by the Developer
June 1, 2025	100% of Tax Increments for the second half of Fiscal Year 24-25 50% to be reimbursed to the City by the Developer
December 1, 2025	100% of Tax Increments for the first half of Fiscal Year 25-26 50% to be reimbursed to the City by the Developer
June 1, 2026	100% of Tax Increments for the second half of Fiscal Year 25-26 50% to be reimbursed to the City by the Developer
December 1, 2026	100% of Tax Increments for the first half of Fiscal Year 26-27
June 1, 2027	100% of Tax Increments for the second half of Fiscal Year 26-27

December 1, 2027	100% of Tax Increments for the first half of Fiscal Year 27-28
June 1, 2028	100% of Tax Increments for the second half of Fiscal Year 27-28
December 1, 2028	100% of Tax Increments for the first half of Fiscal Year 28-29
June 1, 2029	100% of Tax Increments for the second half of Fiscal Year 28-29
December 1, 2029	100% of Tax Increments for the first half of Fiscal Year 29-30
June 1, 2030	100% of Tax Increments for the second half of Fiscal Year 29-30
December 1, 2030	100% of Tax Increments for the first half of Fiscal Year 30-31
June 1, 2031	100% of Tax Increments for the second half of Fiscal Year 30-31
December 1, 2031	100% of Tax Increments for the first half of Fiscal Year 31-32
June 1, 2032	100% of Tax Increments for the second half of Fiscal Year 31-32
December 1, 2032	100% of Tax Increments for the first half of Fiscal Year 32-33
June 1, 2033	100% of Tax Increments for the second half of Fiscal Year 32-33
December 1, 2033	100% of Tax Increments for the first half of Fiscal Year 33-34
June 1, 2034	100% of Tax Increments for the second half of Fiscal Year 33-34
December 1, 2034	100% of Tax Increments for the first half of Fiscal Year 34-35
June 1, 2035	100% of Tax Increments for the second half of Fiscal Year 34-35
December 1, 2035	100% of Tax Increments for the first half of Fiscal Year 35-36
June 1, 2036	100% of Tax Increments for the second half of Fiscal Year 35-36

The above schedule of the payments for Economic Development Grants is for 14 years, and is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is December 1, 2023.

The above schedule includes a 50% reimbursement by the Developer, to the City, for the purposes of covering costs associated with the burial of utilities and reconstruction of the new underground infrastructure, servicing the development and the adjacent public and private utility needs. The amount of said reconstruction has been estimated to be \$480,000 - \$500,000. If said estimate is affected by gross-up tax, or said estimate comes in higher, then the City and the Developer shall renegotiate this term of the Development Agreement, so public and private objectives associated with this Development Agreement are met.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 7.1(c).

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in

Section 7.1(b) or (ii) \$2,850,000, with additional increment for utility reconstruction estimated to be \$480,000 - \$500,000.

d. Calculation of Grants. Each semi-annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements and the Development Property under the terms of the Ordinance and deposited into the MBGA, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article.

e. Source of Economic Development Grant Funds Limited. It is agreed and understood that each Economic Development Grant shall be payable from and secured solely and only by incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and deposited and held in the MBGA, LLC TIF Account of the Downtown Urban Renewal Area Tax Increment Revenue Fund of the City; and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 7.1(b), even if the aggregate amount is less than \$2,850,000.

Section 7.2. Conditions Precedent. Notwithstanding the provisions of Section 7.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

(a) Developer's continued compliance with the terms of this Agreement, including, but not limited to, construction of the Minimum Improvements and Public Improvements by the date in Section 2.2(k), and payment of property taxes; and

(b) Developer's timely filing of the Annual Certifications required under Section 5.7.

In the event that an Event of Default occurs or any certification filed by Developer under Section 5.7 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have the remedies set forth in Section 9.2.

Section 7.3. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement and to apply the Tax Increments collected in respect of the Development Property and the Minimum Improvements and allocated to the MBGA, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 7.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Project and Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 7.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which four (4) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 7.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the MBGA, LLC, LLC TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 7.4. Use of Other Tax Increments. The City shall be free to use any and all available Tax Increments resulting from the suspension or termination of the Economic Development Grants for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE VIII. INDEMNIFICATION

Section 8.1. Release and Indemnification Covenants.

a. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article VIII, the "indemnified

parties”), Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement by the Developer (except with respect to any suit, action, demand, or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the operation of the Minimum Improvements, or Public Improvements (but only until the City accepts said Public Improvements); or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements, Public Improvements (but only until the City accepts said Public Improvements), or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants, or employees.

d. The provisions of this Article VIII shall survive the termination of this Agreement.

ARTICLE IX. EVENTS OF DEFAULT, REMEDIES

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements and/or Public Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

c. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions, after (except in the case of an Event of Default under subsections 9.1(e) or 9.1(f) of said Section 9.1) the giving of thirty (30) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, and the City prevails in an action to enforce this Agreement, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to MBGA, LLC at 1805 State Street, Suite 101, Bettendorf, IA 52722, Attn: Kevin Koellner, Manager;
- b. In the case of the City, is addressed to or delivered personally to the City at 1609 State Street, Bettendorf, Iowa 52722, Attn: Economic Development Director;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 10.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after distribution of the final economic development grant payment on June 1, 2036, unless terminated earlier under the provisions of this Agreement.

Section 10.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Administrator, and Developer has caused this Agreement to be duly executed in its names and behalf by its authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

MBGA, LLC

By:

Kevin Koellner, Manager

ATTEST:

By:

Jenife Stratman

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

On this 12 day of November, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Kevin Koellner and Heidi Doyle, to me personally known, who, being by me duly sworn, did say that they are Managers of MBGA, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Managers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.



Heidi A Doyle
Notary Public in and for the State of Iowa



CITY OF BETTENDORF, IOWA

By: *R.S. Gallagher*
Robert S. Gallagher, Mayor

Resolution No. 336-19

ATTEST:

By: *Decker P. Ploehn*
Decker P. Ploehn, City Administrator

STATE OF IOWA)
COUNTY OF SCOTT) SS

On this *5th* day of *November*, 2019, before me a Notary Public in and for said State, personally appeared Robert Gallagher and Decker Ploehn, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Bettendorf, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Michelle M. Spencer
Notary Public in and for the State of Iowa



EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property shall consist of the block between 15th Street and 16th Street west to east, and State Street to Grant Street south to north, and is described as follows and tax increment derived from:

MBGA 1st Addition

LEGAL DESCRIPTION

ALL OF BLOCK 7 OF THE TOWN, NOW CITY OF BETTENDORF, SCOTT COUNTY, IOWA,
EXCEPT THOSE PARTS CONVEYED TO THE PUBLIC FOR RIGHT OF WAY

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction by Developer of a mixed use office building for commercial use that shall be a minimum of 65,000 square feet, and related site improvements. The construction of the Minimum Improvements are expected to be completed by December 31, 2020. Construction costs for the Minimum Improvements are expected to cost not less than \$8,500,000.

Construction of Minimum Improvements shall require, and the City is agreeable to:

- Conveyance of Parcel #336, legally described as:
A parcel of land located in Lot 5 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa, more particularly described as follows: Beginning at the southwest corner of said Lot 5; thence North 01 degree 34 minutes 19 seconds West, 126.97 feet along the west line of said Lot 5; thence South 75 degrees 13 minutes 38 seconds East, 52.07 feet to the east line of said Lot 5; thence South 01 degree 34 minutes 16 seconds East, 110.49 feet along said east line to the southeast corner of said Lot 5; thence south 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 5 to the Point of Beginning, containing 5,932 square feet, more or less. Note: The south line of said Lot 5 is assumed to bear South 86 degrees 20 minutes 04 seconds West.
- Conveyance of Parcel #340, legally described as:
A parcel of land located in Lot 4 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa, more particularly described as follows: Beginning at the southwest corner of said Lot 4, thence North 01 degree 34 minutes 16 seconds West, 110.49 feet along the west line of said Lot 4; thence South 68 degrees 47 minutes 41 seconds East, 54.19 feet to the east line of said Lot 4; thence South 01 degree 34 minutes 13 seconds East, 87.68 feet along said east line to the southeast corner of said Lot 4; thence South 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 4 to the Point of Beginning, containing 4,951 square feet, more or less. Note: The south line of said Lot 4 is assumed to bear South 86 degrees 20 minutes 04 seconds West.
- Granting a permanent easement to the Developer along the current alley system which bisects the property, and running east to west between 15th Street and 16th Street. At no time shall the Developer construct any vertical infrastructure on said alley system.
- Working with Mid-American Energy Company to remove all utility poles along the previously mentioned alley system, and other poles necessary that are associated with this Development, in order to construct the Minimum Improvements. Costs associated with the utility relocation, pole removal and other public improvements will be captured from the TIF increment that is generated.
- Grant at no cost to the Developer, use of the public parking lot west of 15th Street, at such time when said lot is constructed. At the time of this Agreement, said lot is established as public parking, and no party shall charge any fee to users of said lot.

- Facilitate an easement or similar arrangement with the Iowa DOT to allow parking to be constructed at the expense of the Developer on the parcel at the current northwest corner of the development area, commonly known as Iowa DOT Parcel #333.

Public Improvements shall mean the installation or construction by Developer of streets, water mains, storm and sanitary sewer lines, new utilities, and appurtenances attached thereto, at such specific locations and as specifically described in the Construction Plans approved by the City pursuant to Section 3.2. Construction costs for the Public Improvements are expected to cost not less than \$480,000 - \$500,000.

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Bettendorf, Iowa (the "City") and MBGA, LLC (the "Developer") did on or about the 5 day of November, 2019, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

MBGA 1st Addition

LEGAL DESCRIPTION

ALL OF BLOCK 7 OF THE TOWN, NOW CITY OF BETTENDORF, SCOTT COUNTY, IOWA,
EXCEPT THOSE PARTS CONVEYED TO THE PUBLIC FOR RIGHT OF WAY

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements and Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements and Public Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The county recorder is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Rest of page intentionally left blank; signature page to follow]

(SEAL)

CITY OF BETTENDORF, IOWA

By: _____
Robert S. Gallagher, Mayor

ATTEST:

By: _____
Decker P. Ploehn, City Administrator

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 201__, before me a Notary Public in and for said State, personally appeared Robert Gallagher and Decker Ploehn, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Bettendorf, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[City's signature page to Certificate of Completion]

EXHIBIT D

Type of Document: **MEMORANDUM OF AGREEMENT FOR PRIVATE
DEVELOPMENT AMONG THE CITY OF BETTENDORF and
MBGA, LLC**

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION:

MBGA 1st Addition

LEGAL DESCRIPTION

ALL OF BLOCK 7 OF THE TOWN, NOW CITY OF BETTENDORF, SCOTT COUNTY,
IOWA, EXCEPT THOSE PARTS CONVEYED TO THE PUBLIC FOR RIGHT OF WAY

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Bettendorf, Iowa (the "City") and MBGA, LLC, an Iowa limited liability company, ("Developer") did on or about the 5 day of November, 2019, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the City of Bettendorf Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Downtown Urban Renewal Area.

The Development Property is described as follows:

MBGA 1st Addition

LEGAL DESCRIPTION

ALL OF BLOCK 7 OF THE TOWN, NOW CITY OF BETTENDORF, SCOTT COUNTY, IOWA, EXCEPT THOSE PARTS CONVEYED TO THE PUBLIC FOR RIGHT OF WAY

(the "Development Property"); and

WHEREAS, the term of the Agreement commences on the 5 day of November, 2019, and terminates on June 1, 2036, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Administrator, Bettendorf, Iowa.

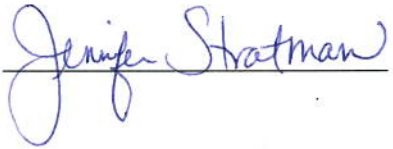
IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 5 day of November, 2019.

MBGA, LLC

By: 

Kevin Koellner, Manager

ATTEST:

By: 

STATE OF IOWA

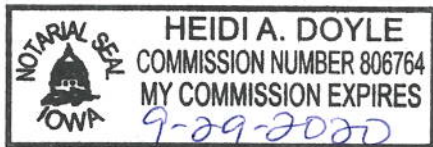
)

) SS

COUNTY OF SCOTT

)

On this 12th day of November, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Kevin Koellner and Heidi Doyle, to me personally known, who, being by me duly sworn, did say that they are Managers of MBGA, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Managers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.



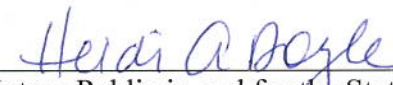

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 5.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property in the Downtown Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) Developer has continued to make commercially reasonable efforts to cause the Minimum Improvements to be occupied by businesses that add and retain employees at the Minimum Improvements; and the name(s) of businesses employing employees in Minimum Improvements (as of the date of this certification) are:

(iv) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

MBGA, LLC

By: _____

Name: _____

Title: _____

01458638-1\10216-084

Exhibit E

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this 12 day of November, 2019, is entered into by and between the City of Bettendorf, Iowa, (City) and MBGA, LLC.

WITNESSETH:

WHEREAS, the City and MBGA, LLC have entered into a Development Agreement dated 5 NOVEMBER 2019, which calls for the development of certain improvements, including the construction of a new mixed use office building project, more particularly described in the Development Agreement; and

WHEREAS, these improvements shall be constructed on land legally described on attached Exhibit A; and

WHEREAS, the City and MBGA, LLC desire to establish a minimum actual value for the property that shall be effective no later than January 1, 2021, and from then on until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum assessed value of the property.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other and the terms and contingencies of the Development Agreement hereby agree as follows:

1. Commencing on or before January 1, 2021, and continuing for the life of the tax increment financing rebate payments as described in the Development Agreement, MBGA, LLC agrees not to contest or appeal any valuation established by the Scott County Assessor at \$8,500,000 or below for the land and improvements on the property.

2. Notwithstanding the foregoing paragraphs, MBGA, LLC may contest or appeal the assessment on the property in any year where MBGA, LLC is able to produce a full appraisal report prepared by an MAI certified appraiser which demonstrates that the property is assessed at an amount greater than the property's actual value as defined by Iowa Code Section 441.21. The appraiser must be approved by the City prior to the appraisal report being prepared.

3. This Agreement shall be promptly recorded with the Scott County Recorder in accordance with Chapter 403 of the Iowa Code.

4. This Agreement shall inure to the benefit of and be binding upon the successor and assigns of the parties.

CITY OF BETTENDORF

By: Decker P. Ploehn
City Administrator

STATE OF IOWA, COUNTY OF SCOTT:

On this 5th day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared Decker Ploehn, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Bettendorf executing the foregoing instrument; that the instrument was signed on behalf of the City by authority of its City Council; that City Administrator acknowledged the execution of the instrument to be the voluntary act and deed of the City by it and by him voluntarily executed.



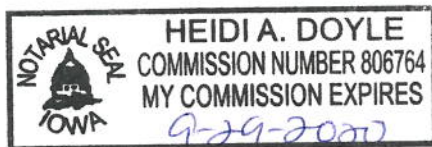
Michelle M. Spencer
Notary Public

MBGA, LLC

By: [Signature]
Kevin Koellner

STATE OF IOWA, COUNTY OF SCOTT:

On this 12 day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared Kevin Koellner, to me personally known, who, being by me duly sworn, did say that he is the Manager of MBGA, LLC, executing the foregoing instrument; that said Kevin Koellner acknowledged the execution of the instrument to be the voluntary act and deed of MBGA, LLC, by it and by him voluntarily executed.

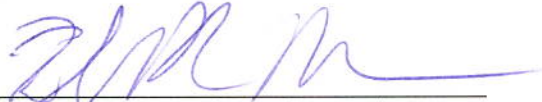


Heidi A. Doyle
Notary Public

CERTIFICATION BY ASSESSOR

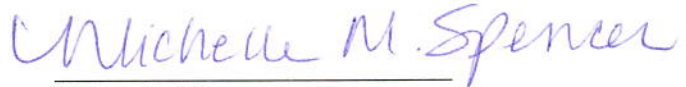
The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to the land and improvements upon completion shall not be less than \$8,500,000 commencing no later than January 1, 2021.

By:


Thomas McManus, Scott County Assessor

STATE OF IOWA, COUNTY OF SCOTT:

On this 3rd day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared Thomas McManus, to me personally known, who, being by me duly sworn, did say that he is the Scott County Assessor executing the foregoing instrument; that said Assessor acknowledged the execution of the instrument to be the voluntary act and deed of the Office of the Scott County Assessor, by it and by him voluntarily executed.


Notary Public





CITY OF BETTENDORF, IOWA

By:

Robert S. Gallagher
Robert S. Gallagher, Mayor

ATTEST:

By:

Decker P. Ploehn
Decker P. Ploehn, City Administrator

STATE OF IOWA

)
) SS

COUNTY OF SCOTT

)

On this 5th day of November, 2019, before me a Notary Public in and for said State, personally appeared Robert Gallagher and Decker Ploehn, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Bettendorf, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Michelle M. Spencer
Notary Public in and for the State of Iowa



RESOLUTION 336 -19

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BETTENDORF AND MBGA, LLC.

WHEREAS, the City of Bettendorf has targeted certain underdeveloped areas for redevelopment, and

WHEREAS, the block between 15th Street and 16th Street, north of old State Street and south of Grant Street; north of The Bridges Lofts as an underdeveloped property, and

WHEREAS, MBGA, LLC (the developer) has now approached the City of Bettendorf with a redevelopment opportunity for the area emphasizing a highly desirable mixed use 65,000sf development, and

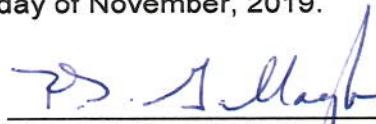
WHEREAS, the developer and the City of Bettendorf, after consulting the taxing entities, have negotiated a Development Agreement which specifies the potential use of tax increment financing, and

WHEREAS, the City of Bettendorf has found said Development Agreement to be in the best interest of the City of Bettendorf, and

WHEREAS, the City Council has determined that a public purpose will be accomplished by the creation of new commercial uses that generate public gains and benefits as mandated by Section 15A of the Code of Iowa.

NOW, THEREFORE IT BE RESOLVED BY THE CITY OF BETTENDORF, IOWA that the City of Bettendorf approves the Development Agreement between the City of Bettendorf and MBGA, LLC.

Passed, Approved and Adopted this 5th day of November, 2019.



Mayor Robert S. Gallagher

Attest:



Decker P. Ploehn, City Clerk

RECEIVED

APR 17 2019

CERTIFIED LETTER

April 11, 2019

**CITY CLERK'S OFFICE
CITY OF BETTENDORF**

When Communicating, Refer To:

Scott County
IM-074-1(144)5--13-82
Parcel No. 336
Sale of Land

City of Bettendorf, Iowa
Attn: Decker Ploehn
1609 State Street
Bettendorf, IA 52722

Dear Mr. Ploehn:

We are enclosing Patent No. 6293 signed by the Governor and the Secretary of State. This Patent conveys to you a tract of land in Scott County, Iowa.

This patent was recorded in the county courthouse.

Sincerely,


Mike L. Jackson
Property Management Supervisor
Office of Right of Way

MLJ:ch
Enclosure

Unique Doc ID: 1560524
Recorded: 4/11/2019 at 8:33:14.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Rita A. Vargas RECORDER
Number: 201900007861
Scott County, Iowa



STATE LAND PATENT
Recorder's Cover Sheet

PREPARER INFORMATION: Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010 515-239-1534

TAXPAYER INFORMATION: City of Bettendorf, Iowa, 1609 State Street, Bettendorf, IA 52722

RETURN DOCUMENT TO: Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010

GRANTORS:
State of Iowa

GRANTEES:
City of Bettendorf, Iowa

LEGAL DESCRIPTION: See Page 2

DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:

Prepared by\ Return to:
Cyndy Howell, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1534
Address Tax Statements: City of Bettendorf, Iowa, 1609 State Street, Bettendorf, IA 52722

State of Iowa
**OFFICE OF
THE SECRETARY OF STATE
STATE LAND OFFICE**

Patent No. 6293

The **STATE OF IOWA**, subject to conditions listed in this patent, hereby conveys to **City of Bettendorf, Iowa**, real estate in **Scott County, Iowa**, and more particularly described as follows:

A parcel of land located in Lot 5 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa as shown on the Acquisition Plat Exhibit "A", attached hereto and by reference made a part hereof and more particularly described as follows:

Beginning at the southwest corner of said Lot 5; thence North 01 degree 34 minutes 19 seconds West, 126.97 feet along the west line of said Lot 5; thence South 75 degrees 13 minutes 38 seconds East, 52.07 feet to the east line of said Lot 5; thence South 01 degree 34 minutes 16 seconds East, 110.49 feet along said east line to the southeast corner of said Lot 5; thence South 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 5 to the Point of Beginning, containing 5,932 square feet, more or less.

Note: The south line of said Lot 5 is assumed to bear South 86 degrees 20 minutes 04 seconds West.

Direct access between the above described parcel of land and U.S. 67 (Grant Street) will be prohibited.

This conveyance is subject to all easements of record.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

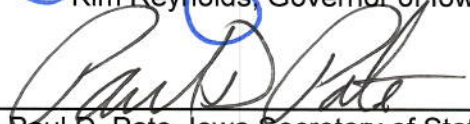
CONDITIONS: Authority and consideration for issuance of this patent are stated in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office as provided in *Iowa Code* Section 9G.6. This conveyance is subject to the conditions imposed by *Iowa Code* Sections 306.22, 306.23, 306.24, and 306.25, including the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of the sale.



I, **Kim Reynolds**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 20th day of March, 2019.

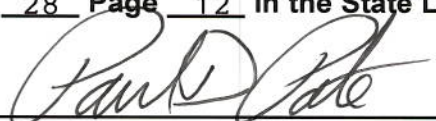


Kim Reynolds, Governor of Iowa



Paul D. Pate, Iowa Secretary of State

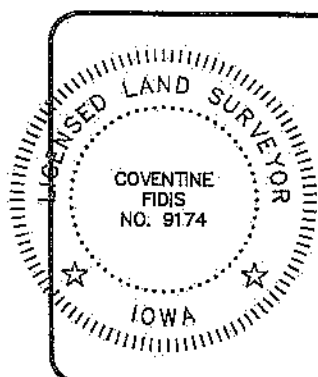
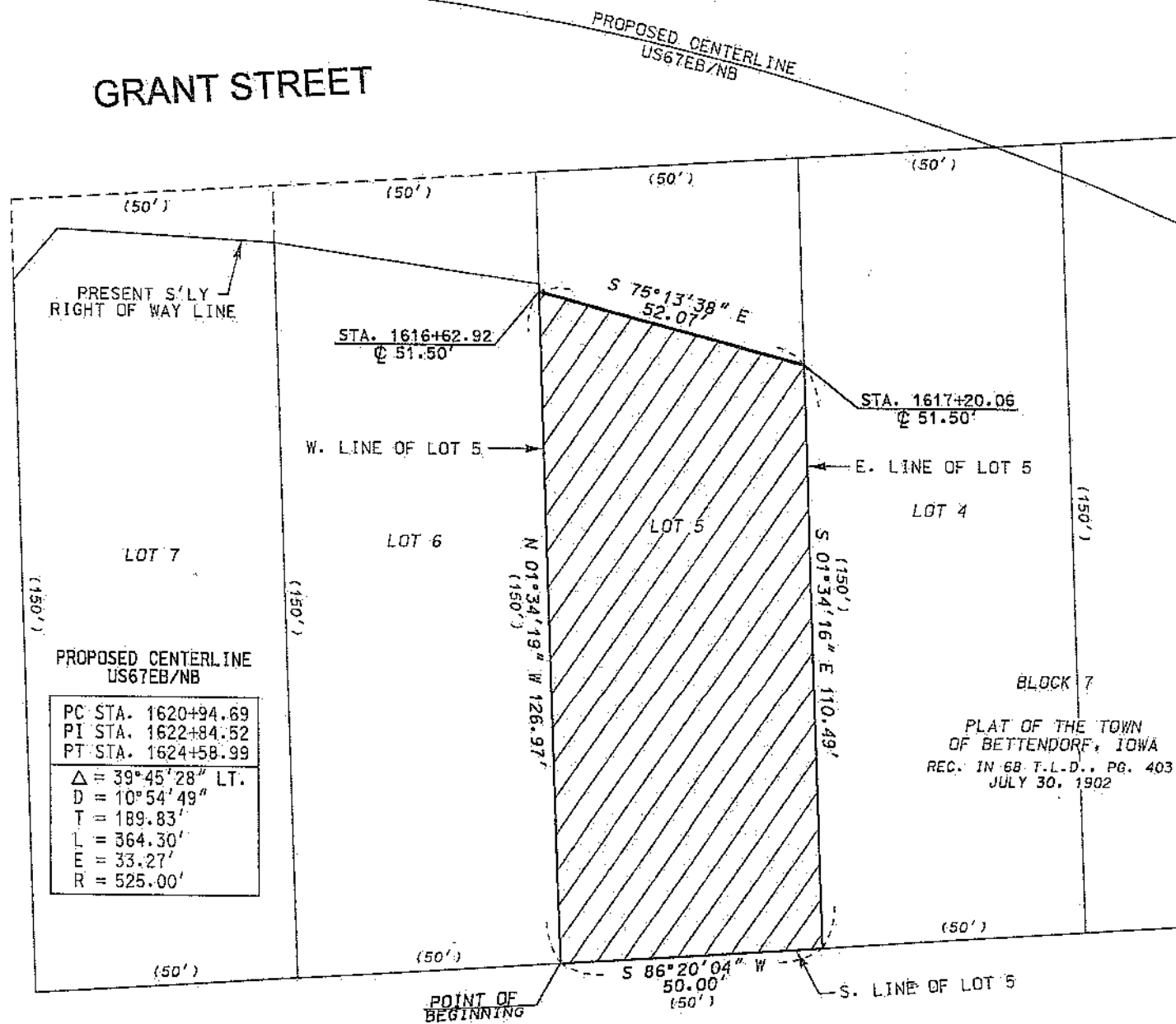
I hereby certify that the foregoing Patent is recorded in Vol. 28 Page 12 in the State Land Office.



Paul D. Pate, Iowa Secretary of State

Iowa Department of Transportation
ACQUISITION PLAT
EXCESS RIGHT-OF-WAY
EXHIBIT "A" 1 OF 1

COUNTY SCOTT STATE CONTROL NO. _____
PROJECT NO. IM-074-1(144)5--13-82 PARCEL NO. 336
SECTION 28 TOWNSHIP 78 NORTH RANGE 04 EAST
ROW-FEE _____ SQ.FT. EASE _____ AC EXCESS-FEE 5,932 SQ.FT.
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM DANIEL E. GROTHUS
CITY OF BETTENDORF



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

COVENTINE FIDIS DATE: 11/06/2018
License number 09174

My license renewal date is December 31, 2018

Pages covered by this set: 1



0' 15' 30'

DATE REVISED _____

DATE DRAWN JANUARY 22, 2018

SCALE 1" = 30'

Office of Right of Way/Property Management
800 Lincoln Way, North Annex, Ames, IA 50010
Phone: 515-233-7707 | Email: Mike.Jackson@iowadot.us

CERTIFIED LETTER

January 14, 2019

When Communicating, Refer To:
Scott County
IM-074-1(144)5--13-82
Parcel No. 340
Sale of Land

City of Bettendorf, Iowa
Attn: Decker P. Ploehn, City Clerk
1609 State Street
Bettendorf, IA 52722

Dear Mr. Ploehn:

We are enclosing Patent No. 6278 signed by the Governor and the Secretary of State. This Patent conveys to you a tract of land in Scott County, Iowa.

This patent was recorded in the county courthouse.

Sincerely,



Mike L. Jackson
Property Management Supervisor
Office of Right of Way

MLJ:ch
Enclosure

Unique Doc ID: 1553853
Recorded: 1/14/2019 at 11:29:08.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Rita A. Vargas RECORDER
Number: 201900001214
Scott County, Iowa



STATE LAND PATENT
Recorder's Cover Sheet

PREPARER INFORMATION: Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010 515-239-1534

TAXPAYER INFORMATION: City of Bettendorf, Iowa, 1609 State Street, Bettendorf, IA 52722

RETURN DOCUMENT TO: Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010

GRANTORS:
State of Iowa

GRANTEES:
City of Bettendorf, Iowa

LEGAL DESCRIPTION: See Page 2

DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:

Prepared by\ Return to:

Cyndy Howell, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1534
Address Tax Statements: City of Bettendorf, Iowa, 1609 State Street, Bettendorf, IA 52722

State of Iowa
OFFICE OF
THE SECRETARY OF STATE
Patent No. 6278
STATE LAND OFFICE

The **STATE OF IOWA**, subject to conditions listed in this patent, hereby conveys to **City of Bettendorf, Iowa**, real estate in **Scott County, Iowa**, and more particularly described as follows:

A parcel of land located in Lot 4 in Block 7 in the Town, now City of Bettendorf, Scott County, Iowa as shown on the Acquisition Plat Exhibit "A", attached hereto and by reference made a part hereof and more particularly described as follows:

Beginning at the southwest corner of said Lot 4; thence North 01 degree 34 minutes 16 seconds West, 110.49 feet along the west line of said Lot 4; thence South 68 degrees 47 minutes 41 seconds East, 54.19 feet to the east line of said Lot 4; thence South 01 degree 34 minutes 13 seconds East, 87.68 feet along said east line to the southeast corner of said Lot 4; thence South 86 degrees 20 minutes 04 seconds West, 50.00 feet along the south line of said Lot 4 to the Point of Beginning, containing 4,951 square feet, more or less.

Note: The south line of said Lot 4 is assumed to bear South 86 degrees 20 minutes 04 seconds West.

Direct access between the above described parcel of land and U.S. 67 (Grant Street) will be prohibited.

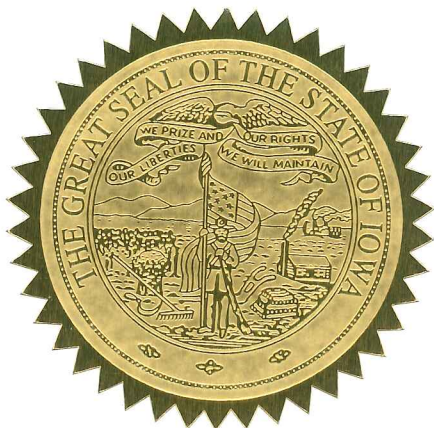
This conveyance is subject to all easements of record.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

CONDITIONS: Authority and consideration for issuance of this patent are stated in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office as provided in *Iowa Code* Section 9G.6. This conveyance is subject to the conditions imposed by *Iowa Code* Sections 306.22, 306.23, 306.24, and 306.25, including the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of the sale.



I, **Kim Reynolds**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 31st day of December, 2018.

Kim Reynolds, Governor of Iowa

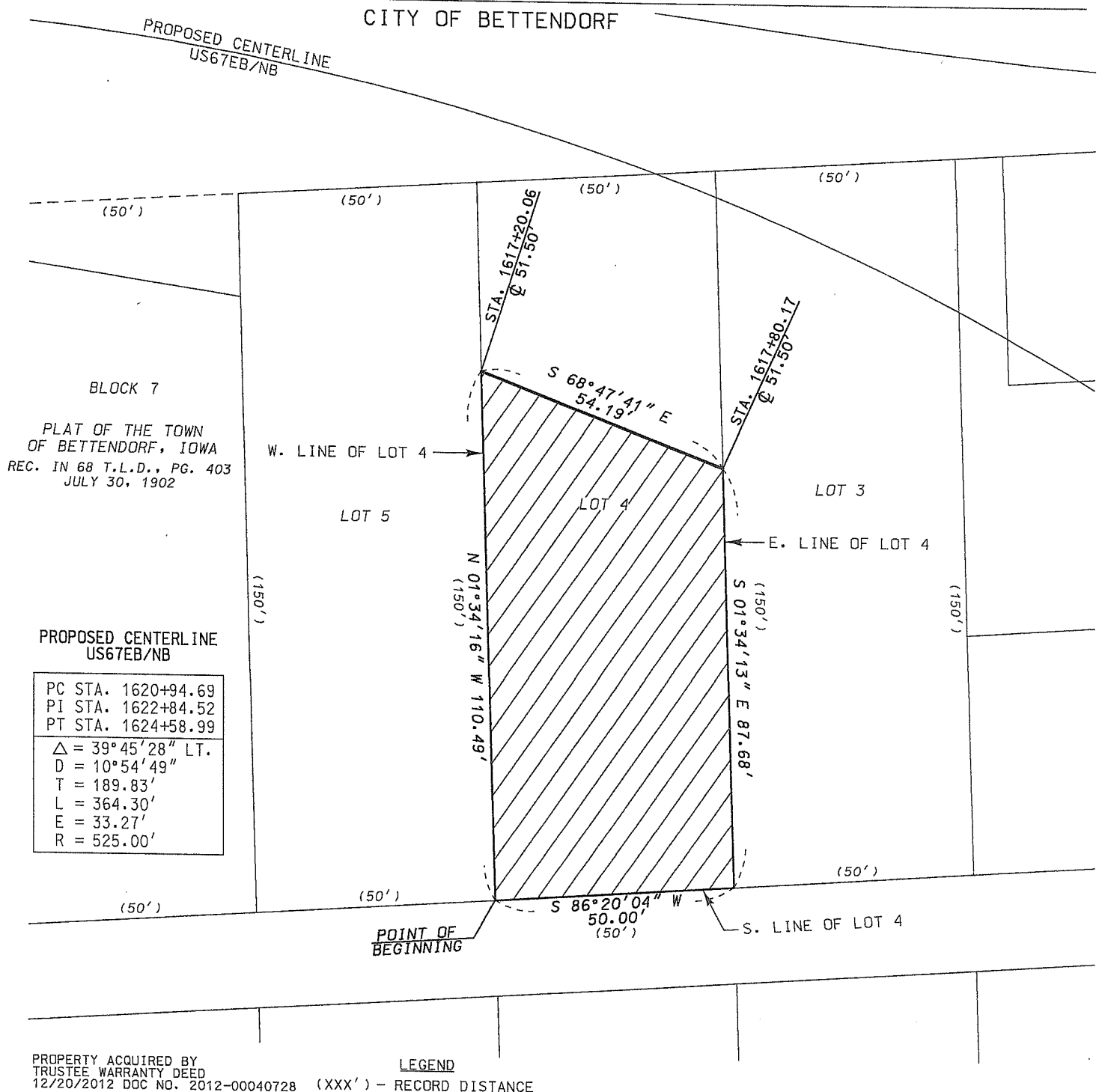
Paul D. Pate, Iowa Secretary of State

I hereby certify that the foregoing Patent is recorded in Vol. 27 Page 328 in the State Land Office.

Paul D. Pate, Iowa Secretary of State

Iowa Department of Transportation
ACQUISITION PLAT
EXCESS RIGHT-OF-WAY
EXHIBIT "A" 1 OF 1

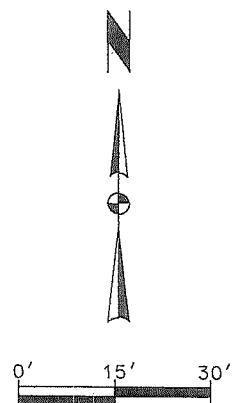
COUNTY SCOTT STATE CONTROL NO. _____
PROJECT NO. IM-074-1(144)5--13-82 PARCEL NO. 340
SECTION 28 TOWNSHIP 78 NORTH RANGE 04 EAST
ROW-FEE _____ SQ.FT. EASE _____ AC EXCESS-FEE 4,951 SQ.FT.
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM RONALD L. & NOLA L. GOTTSCHALK



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

[Signature]

COVENTINE FIDIS DATE: 11/06/2018
License number 09174
My license renewal date is December 31, 2018
Pages covered by this seal: 1



DATE REVISED _____

DATE DRAWN JANUARY 22, 2018

SCALE 1" = 30'



COUNCIL LETTER

MEETING DATE: December 3, 2019

REQUESTED BY: Jeff Reiter
Chris Curran

ITEM TITLE: ORDINANCE AMENDING SECTION 11-6-3 OF THE CITY CODE OF THE CITY OF BETTENDORF, IOWA RELATING TO THE DOWNTOWN MASTER PLAN (DMP) OVERLAY DISTRICT.

Explanation

Over the past three years, staff and City Council have worked to establish overlay districts for Downtown (Downtown Master Plan Overlay). This overlay district has served the community well. However, the recent past has shown that there is an interest in certain business types, which could potentially have a negative impact on the district, and could negatively affect the preservation of property values.

City staff has been contacted recently by a number of different business owners wishing to locate in this overlay district, with business types that could be detrimental to the redevelopment efforts. In certain cases, these business owners have asked staff to give consideration to waiving the standards set forth in the code, relative to items such as design criteria, landscaping requirements, signage, etc. These types of considerations could only negatively impact the district. Furthermore, City staff has also received a number of complaints from existing business owners, asking for assistance in limiting or prohibiting certain business types that are already having a negative impact on their business. These property and/or business owners feel that there are business types that are not in alignment with the intentions of the overlay district, and they wish to protect their business or property from negative economic or aesthetic impacts.

The overlay district was established to address and uphold the intent of the municipal code, and help to assist the economic revitalization of this corridor of Bettendorf. Certain business types are being considered for prohibition or limitation, in order to uphold the intent of the code. While there are numerous business types already established within these districts that would fall under the prohibitions or limitations moving forward, those established businesses would be either grandfathered or exempted from this ordinance revision. As long as they stayed in good standing and continue to operate, this revision will not affect those businesses.

To further vet this amendment, staff conducted open house meetings with the public and property owners, and staff presented this amendment to the Plan and Zone Commission. Both the property owners and the Plan and Zone Commission approved the proposed amendment.

In the interest of preserving the district in question, staff requests consideration be given to an ordinance amending the DMP overlay district to limit or prohibit certain business types. The business types in question can be found in the proposed ordinance. These revisions will provide numerous benefits and offer a positive economic and aesthetic benefit to the overlay district in question for years to come.

List Attachments:

- Proposed Ordinance

**AN ORDINANCE AMENDING SECTION 11-6-3 OF THE CITY CODE OF THE CITY OF BETTENDORF, IOWA
RELATING TO THE DOWNTOWN MASTER PLAN (DMP) OVERLAY DISTRICT**

WHEREAS, the City Council of the City of Bettendorf finds as a matter of public policy that the aesthetic, economic, and functional qualities of the Downtown Master Plan Overlay District (“DMP”) are worthy of enhancement and preservation and are essential to the promotion of health, safety, morals or the general welfare of the City of Bettendorf; and

WHEREAS, the City Council further finds that the proper development of the DMP is best attained by prohibiting or limiting certain uses in the DMP; and

WHEREAS, the City Council specifically finds that the DMP, and the prohibited and limited uses set forth in this Ordinance will promote the health, safety, morals, or general welfare of the City of Bettendorf, and that this Ordinance is in furtherance of the intent of the DMP.

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

SECTION 1. Section 11-6-3(G)(6) is amended by deleting the current Section 11-6-3(G)(6)(f) and adding a new Section 11-6-3(G)(6)(f) as follows:

- Gas stations (limited: to within 1,000 feet of the paved portion of I-74, excluding on and off ramps and adjacent to State Street and Grant Streets)

SECTION 2. Section 11-6-3 is amended by adding a new subsection 11-6-3(G)(7), as follows:

11-6-3(G)(7) Prohibited Uses: In furtherance of the intent of the DMP as set forth in Section 11-6-3(A), certain uses are prohibited in the DMP. The following uses are prohibited in the DMP, as well as those uses prohibited in the underlying zoning districts:

- a. Tobacco, vape shops, and/or CBD shops
- b. tattoo/piercing parlors
- c. storage units
- d. automotive sales
- e. automotive services and body repair
- f. pawn shops
- g. title loan or “quick cash” operations
- h. storage/staging yards or service vehicle parking of any type
- i. adult entertainment venues

SECTION 3. Section 11-6-3(G)(6) is amended by adding a new Section 11-6-3(G)(8), as follows:

Existing uses as of March 1, 2005, are allowed to continue as nonconforming uses to the restrictions set forth in Section 11-6-3(G)(6) established in this overlay district. However, no new use nor the expansion of any existing use shall be allowed unless such use is allowed within the November 2002 Bettendorf, Iowa, Future Land Use Map and conforms to the regulations herein. Existing uses as of January 7, 2020, are allowed to continue as nonconforming uses to the restrictions set forth in 11-6-3(G)(7).

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

Passed, Approved, and Adopted this _____ day of _____, 2020.

Mayor Robert S. Gallagher

Attest:

Decker P. Ploehn, City Clerk

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

DECEMBER 17, 2019

The City Council of Bettendorf, Iowa met in regular session on December 17, 2019 at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

Council Members Present: Adamson, Brown, Connors, Naumann, Sechser, Baden, Webster
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed with an invocation given by Bettendorf Police Chaplain and Pastor of Asbury United Methodist Church, Pastor Tom Carver.

PUBLIC REQUESTS OF COUNCIL

No one rose to address the Council and the session was closed.

PUBLIC HEARING REGARDING THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,500,000 SEWER REVENUE CAPITAL LOAN NOTES

Finance Director Jason Schadt gave an explanation of this resolution and following the resolution. Mayor Gallagher asked for questions of Council. None presented. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

Council Member Baden presented a resolution instituting proceedings to take additional action for the authorization of a loan agreement and the issuance of not to exceed \$2,500,000 Sewer Revenue Capital Loan Notes, and made a motion to approve the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,500,000 STORM WATER REVENUE CAPITAL LOAN NOTES

Mayor Gallagher asked for questions of Council. None presented. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

Council Member Webster presented a resolution instituting proceedings to take additional action for the authorization of a loan agreement and the issuance of not to exceed \$2,500,000 Sewer Revenue Capital Loan Notes, and made a motion to approve the resolution as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE MANATT'S SITE IMPROVEMENTS STORM SEWER PROJECT

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked for questions of Council. Council Member Sechser questioned staff and Mr. Schmidt responded. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

RESOLUTION

Council Member Sechser presented a resolution approving the plans, specifications and form of contract for the Manatt's Site Improvements City Storm Sewer Project, and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

ORDINANCE – SECOND READING AMENDING SECTION 11-6-3 OF THE CITY CODE OF THE CITY OF BETTENDORF, IOWA RELATING TO THE DOWNTOWN MASTER PLAN (DMP) OVERLAY DISTRICT

Council Member Adamson presented the second reading of an ordinance amending Section 11-6-3 of the City Code of the City of Bettendorf, Iowa relating to the Downtown Master Plan (DMP) Overlay District, and made a motion to approve the ordinance at its second reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

ORDINANCE – THIRD AND FINAL READING REGARDING REZONING OF 610 HOLMES STREET, R-2, SINGLE-FAMILY RESIDENT DISTRICT TO PLANNED UNIT DEVELOPMENT (CASE 19-062)

Council Member Connors presented the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for 610 Holmes Street, R-2 Single-Family Residence District to PUD (Planned Unit Development) (underlying R-2 Single-Family Residence District), and made a motion to approve the ordinance at its final reading as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

CONSENT AGENDA

Council Member Naumann made a motion to approve the Consent Agenda as presented and Council Member Brown seconded the motion. Mayor Gallagher asked for any discussion on the Consent Agenda. Council Members Webster and Sechser questioned Item D and Public Works Director Brian Schmidt and City Administrator Decker Ploehn responded. Roll call vote indicated Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); Brown (aye); and Connors (aye). The motion passed unanimously.

SUPPLEMENTAL

Council Member Adamson questioned staff about an explanation of charges on the city sewer bill. Finance Director Jason Schadt responded.

Council Member Sechser thanked the Public Works Department on their efforts thus far with snow removal and commented that our city code does require homeowners to shovel their sidewalks after a snowfall as the sidewalks are still in use throughout the year with children walking to and from school, and people walking their dogs.

ADJOURNMENT

There being no further business, Council Member Webster made a motion to adjourn and Council Member Baden seconded the motion. The meeting was adjourned at approximately 7:15 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CONSENT AGENDA
DECEMBER 17, 2019**

**ALL ITEMS APPEARING BELOW ARE CONSIDERED ROUTINE BY THE CITY COUNCIL
AND SHALL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM
SHALL BE REMOVED AND DISCUSSED SEPARATELY**

- A. Minutes from December 3, 2019. (Approve and Adopt)
- B. Resolution appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and authorizing the Execution of the Agreement. (Approve and Adopt)
- C. Resolution authorizing and providing for the issuance of \$10,280,000 General Obligation Bonds, Series 2020A, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. (Approve and Adopt)
- D. Resolution approving a professional services agreement with IMEG Corp. for the Indiana Avenue over Spencer Creek Bridge Replacement. (Approve and Adopt)
- E. Resolution approving a Cost Sharing Agreement with Manatt's, Inc. Utility Equipment Co. and Tri-City Blacktop for the Manatt's Site Improvements City Storm Sewer Project. (Approve and Adopt)
- F. Resolution approving an agreement with Glendale Mobile Home Park for the acquisition of a permanent No-Build Easement along State Street. (Approve and Adopt)
- G. Resolution approving Change Order #1 for the Glendale Mobile Home Park Retaining Wall Project. (Approve and Adopt)
- H. Resolution approving the preliminary PUD plan for 610 Holmes Street (Jefferson School Addition), submitted by JJ Condon (Case 19-069). (Approve and Adopt)
- I. Resolution setting the date for a public hearing to amend Ordinance 16-18 pursuant to the terms of the Development Agreement with CDCQC, LLC. (Approve and Adopt)
- J. Resolution setting the date for a public hearing for the transfer of Parcels #336 and #340 to MBGA, LLC pursuant to the Development Agreement terms.
- K. Resolution approving Civil Service list submitted for the Construction Inspector position in the Public Works Department. (Approve and Adopt)
- L. Resolution approving a liquor license renewal for Just One More. (Approve and Adopt)
- M. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: January 7, 2020

REQUESTED BY: Mark Garrow
Transit/Garage Manager

WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5310 financial assistance.

Explanation:

Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5307 and Section 5310 funds for the three Quad Cities Area fixed-route transit systems.

A grant must be submitted in order to obtain this funding. The City has FFY2019 Section 5310 funds that need to be obligated in a capital grant. These funds are being proposed for reimbursement of ADA operations for FY2019-FY2020. Funding utilized for operations is reimbursed at a 50% federal match.

Section 5310 ADA Operations - \$66,700 (\$33,350 Federal/\$33,350 Local)

The FTA requires a public hearing be held to allow persons the opportunity to speak in favor of, or in opposition to the grant application. The public hearing is to be published at least thirty (30) days prior to the public hearing.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

List Attachments:

Resolution

RESOLUTION NO: _____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2020 APPLICATION
FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FINANCIAL ASSISTANCE

WHEREAS, the United States Secretary of Transportation is authorized to award Grants for mass transportation projects; and

WHEREAS, the City of Bettendorf is an eligible grant recipient and these projects are eligible mass transportation grant projects; and

WHEREAS, the Federal Transit Administration requirements include holding a public hearing to allow persons the opportunity to speak in favor of, or in opposition to, the submission of a grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5310 Assistance in the amount of \$66,700 to be used for ADA operations needs of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 18th day of February, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 7th day of January, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MEETING DATE: January 7, 2020

REQUESTED BY: Jerry Bishop
Civil Engineer

WARD: 5

Item Title:

Resolution accepting improvements for the White Post Road Reconstruction Project.

Explanation:

N.J. Miller, Inc. of Bettendorf, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$160,000.00. The final construction cost for the project was \$148,879.10.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The Community Improvement Program has sufficient funds for this project.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-20

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE
WHITE POST ROAD RECONSTRUCTION PROJECT

WHEREAS, on the 1st day of October, 2019, the City of Bettendorf entered into contract with N.J. Miller, Inc. of Bettendorf, Iowa, for the construction of certain improvements to the street system of said City; namely, the

White Post Road Reconstruction Project

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$148,879.10.

Passed, Approved and Adopted this 7th day of January, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Project Description:	White Post Road Reconstruction Project		
Project Manager:	Jerry Bishop	Project #:	SM0094
CIP Budget:	160,000.00	FY Budgeted:	19/20
Funding Source:	G.O. Bonds	Resol. for award:	313-19
Purchase Order Amount:	160,000.00		
Final Total Project Cost:	148,879.10		

CO Number	Description		Actual
			-
			-
			-
Total Change Orders Amount			-

[illegible]

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

White Post Road Reconstruction Project

Contractor: N.J. Miller (Vendor #1820)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	3.0	x 0.275 =	0.83
B. Quality of the finished product	0 to 3	3.0	x 0.275 =	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	2.8	x 0.20 =	0.56
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	x 0.05 =	0.15
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

G. Equipment on project	0 to 3	3.0	x 0.05 =	0.15
H. General project safety, signage and traffic control	0 to 3	3.0	x 0.05 =	0.15

Initial Rating: **2.96**

Liens Filed - If lien(s) have been filed 0 or -1 **0.00**

Ratings:

Final Rating: **2.96**

- Less than 1 - Contractor not allowed to work on City of Bettendorf contracts for five years.
- Between 1 and 2 - Contractor to appear before City Council with proof of changes/adjustments in organization.
- Greater than 2 - Satisfactory work.

REMARKS: (Required for Item(s) rated less than 2.)

Field Inspector [Signature] Date 12-16-19
Engineer [Signature] Date

Chief Inspector [Signature] Date 12-16-19
Contractor [Signature] Date 12/17/19



MEETING DATE: January 7, 2020

REQUESTED BY: Jerry Bishop
Civil Engineer

WARD: 5

Item Title:

Resolution accepting improvements for the Middle Road and Forest Grove Widening and Resurfacing Project.

Explanation:

Tri-City Blacktop, Inc. of Bettendorf, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$635,000.00. The final construction cost for the project was \$621,748.30.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:

The Community Improvement Program has sufficient funds for this project.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-20

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE
MIDDLE ROAD AND FOREST GROVE WIDENING AND RESURFACING PROJECT

WHEREAS, on the 17th day of July, 2018, the City of Bettendorf entered into contract with Tri-City Blacktop, Inc. of Bettendorf, Iowa, for the construction of certain improvements to the street system of said City; namely, the

Middle Road and Forest Grove Widening and Resurfacing Project

WHEREAS, the contractor has completed the construction of the improvements in the City in substantial compliance with the terms and conditions of the contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$623,137.60.

Passed, Approved and Adopted this 7th day of January, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

CITY OF BETTENDORF

COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET

Middle Road and Forest Grove Widening and Resurfacing Project

PW0445

18/19

244-18

635,000.00

623,137.60

(Insert Rows/Categories as Necessary)

CO Number	Description		Actual
			-
			-
			-
Total Change Orders Amount			-

(Insert Rows/Categories as Necessary)

Expenditure Category	Vendor / Description		Actual
Construction Contract	Tri City Blacktop		621,748.30
Testing	Terracon		1,389.30
Final Total Project Cost			623,137.60

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0451/PW0445 - Middle Rd. and Forest Grove Widening & Resurfacing

Contractor: Tri City Blacktop (Vendor # 597)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	1.0	x 0.275 =	0.28
B. Quality of the finished product	0 to 3	2.5	x 0.275 =	0.69

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	3.0	x 0.20 =	0.60
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	x 0.05 =	0.15
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15

EQUIPMENT: 10%

G. Equipment on project	0 to 3	3.0	x 0.05 =	0.15
H. General project safety, signage and traffic control	0 to 3	3.0	x 0.05 =	0.15

Initial Rating: 2.31

Liens Filed - If lien(s) have been filed 0 or -1 0.00

Ratings:

- Less than 1 - Contractor not allowed to work on City of Bettendorf contracts for five years.
- Between 1 and 2 - Contractor to appear before City Council with proof of changes/adjustments in organization.
- Greater than 2 - Satisfactory work.

Final Rating: 2.31

REMARKS: (Required for Item(s) rated less than 2.)

Field Inspector

Engineer

Date

Chief Inspector

Contractor

Date

Date

12-16-19

12-28-19



MEETING DATE: January 7, 2020
REQUESTED BY: Kim Kidwell
Family Museum Director

Item Title:

Resolution awarding the contract and approving the contract and bond for the Family Museum Luckey Climber pre-construction / renovation work.

Explanation:

The Luckey Climber is a \$500,000 indoor play structure which will be installed at the Family Museum by Luckey, LLC in early 2020. The project itself has been under development for over three (3) years. Luckey, LLC will install the climber structure only, so there is some additional foundation and related construction work that must be done both prior to and in conjunction with its installation. That work specifically will include the structure's foundation, ceiling modifications and upper level railing changes. Additionally, staff is requesting to make renovations to two (2) upper level classrooms while a contractor is on-site. These renovations will help accommodate the increased number of visitors on the upper level.

Bids were opened on December 19, 2019. Tricon General Construction, Inc. of Dubuque, Iowa was the low bidder of three (3) bids received. Base bids ranged from the high of \$85,367.00 to the low of \$72,080.00. Two (2) Add Alternate bids were also requested and one (1) is being accepted bringing the total low bid to \$75,910.00. Please note that the low base bidder was not the final low bidder once the alternate was added to the totals.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The Community Improvement Program has sufficient monies budgeted for the project.

List Attachments:

Resolution
Bid Tabulation
Contract

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT
AND BOND FOR THE FAMILY MUSEUM LUCKEY CLIMBER
PRE-CONSTRUCTION / RENOVATION WORK.

WHEREAS, plans, specifications, and form of contract were approved by this City Council for the construction of improvements to the golf course of said City; namely, the

Family Museum Luckey Climber Pre-Construction / Renovation Work

WHEREAS, bids were accepted for the construction of the above project on the 19th day of December, 2019, with Tricon General Construction, Inc. of Dubuque, Iowa submitting the lowest responsible bid in the amount of \$75,910.00 and

WHEREAS, appropriately executed contract and bond have been submitted by the Contractor in conformance with the plans and specifications as described above.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that

1. The bid of Tricon General Construction, Inc. of Dubuque, Iowa is hereby accepted for the Family Museum Luckey Climber Pre-Construction / Renovation Work in the amount of \$75,910.00.
2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.
3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

Passed, Approved and Adopted this 7th day of January, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

	Bettendorf Family Museum Interior	Tricon General Construction, Inc		Swanson Construction Co.		Precision Builders, Inc.		
	Renovations for Climbing Structure	Total Price	\$75,910.00	Total Price	\$76,777.00	Total Price	\$96,847.00	
	Description	Unit	Extended	Unit	Extended	Unit	Extended	
	Base Bid		\$74,000.00		\$72,080.00		\$85,367.00	
	Add Alternate 1		\$1,910.00		\$4,697.00		\$11,480.00	
	Add Alternate 2		\$19,600.00	No Bid	\$0.00		\$8,985.00	
*** Please note that the total price above reflects both the Base Bid amount and the Add Alternate 1 amount. The City plans to accept Alternate 1 only ***								

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of January, 2020, by and between _____, hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

WITNESSETH, That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the construction of the **Family Museum Luckey Climber Pre-Construction / Renovation Work**, all in strict accordance with the plans and specifications, including any and all addenda prepared by Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:

Seventy-five thousand, nine hundred ten dollars and zero cents (\$75,910.00)

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Base Bid	1	LS	\$ 74,000.00	\$ 74,000.00
2	Add Alternate 1	1	LS	\$ 1,910.00	\$ 1,910.00
Total Bid:				\$	75,910.00

ARTICLE III. CONTRACT TIME- The bidder to whom the Contract is awarded shall commence work no later than the date to begin work set forth in a Notice to Proceed from the City, or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached. In the event that any provision in any of the component parts of this contract conflicts with any provision in any other of the component parts, the provision in the first item listed shall control over the second item listed, which shall control over the third item listed, etc.

- 1) Addenda to proposed Contract Documents
- 2) Special Conditions
- 3) Plan Drawings
- 4) Supplemental General Conditions
- 5) General Conditions
- 6) City of Bettendorf Standard Drawings
- 7) City of Bettendorf Standard Specifications
- 8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications
- 9) Contract With The City
- 10) Bond
- 11) Contractor's Proposal
- 12) Notice To Bidders
- 13) Instruction To Bidders
- 14) Non-Collusion Affidavit

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the date and year first above written.

(Contractor)

By _____

Title

ATTEST:

Title

CITY OF BETTENDORF, IA

Robert Gallagher
Mayor

ATTEST:

Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2020.



COUNCIL LETTER

MEETING DATE: January 7th, 2020

REQUESTED BY: Kathleen Richlen

ITEM TITLE: (Please use same title as it will appear on your resolution.)

Resolution approving the recruitment process for the Maintenance Worker position at the Life Fitness Center in the Parks and Recreation Department.

Explanation (Background & How it Responds to Vision, Mission or Goals)

Due to a voluntary resignation, the Maintenance Worker position is currently vacant at the Life Fitness Center.

The Maintenance Worker position is a full time position (40 hours per week) reporting directly to the Parks and Recreation Director.

The Maintenance Worker position is a Civil Service Union position. The recruitment process will be dictated by both the AFSCME Union Contract and the Civil Service process. The following steps will be followed once the recruitment process is approved:

1. Position posted internal lateral for 5 business days
2. Position posted internal promotional for 5 business days (if applicable)
3. Position posted external (if applicable)

All applicants must meet the minimum qualifications of the job description in order to be considered a viable candidate. The recruitment process may include testing and the final civil service interview. The recruitment process can take a minimum of a week depending on the qualified internal applicants through internal lateral step, and up to a minimum of 3 months with external postings and testing.

This is an AFSCME General Unit, Civil Service position with a pay range of \$42,235.02 to \$61,770.59 annually.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

The budget contemplates the position and benefit package.

List Attachments:

Resolution

RESOLUTION - 20

Resolution approving the recruitment process for the Maintenance Worker position at the Life Fitness Center in the Parks and Recreation Department

WHEREAS, current Maintenance Worker at the Life Fitness Center voluntarily resigned, therefore leaving the position vacant; and,

WHEREAS, City Council wishes to approve the recruitment process for the Maintenance Worker position at the Life Fitness Center in the Parks and Recreation Department

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the recruitment process for the Maintenance Worker position at the Life Fitness Center in Parks and Recreation Department is approved.

PASSED, APPROVED and ADOPTED this 7th day of January, 2020.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



MEETING DATE: January 07, 2020

COUNCIL LETTER

REQUESTED BY: Brian Schmidt

VISION:

THE CITY OF BETTENDORF IS A PREMIER PLACE IN WHICH TO LIVE. THE CITY OF BETTENDORF IS THE MOST LIVABLE COMMUNITY FOR FAMILIES WITH RICH EDUCATIONAL, CULTURAL, AND RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A VIBRANT RIVERFRONT AND A GROWING COMPETITIVE BUSINESS ENVIRONMENT. WE TAKE PRIDE IN OUR GREAT COMMUNITY.

ITEM TITLE: (Please use same title as it will appear on your resolution.)

- **Resolution authorizing the purchase of maintenance and service to continue using ESRI ArcGIS and ArcGIS Online for mapping and geolocation resources.**

Explanation Background How it Responds to Vision, Mission or Goals

ESRI ArcGIS has been in use by the city since before year 2000. ArcGIS is a critical software solution the city uses for locating both visible and buried assets and structures needed by Public Works, Parks, Police, Fire, Community Development and the Economic Development Department. We use ArcGIS maps to show plans and share information across numerous projects, departments and organizations. We currently use ArcGIS in combination with Cartegraph OMS extensively to track our work and show our compliance with programs, initiatives and governing body mandates.

Ongoing maintenance fees and online GIS Service fees in the total amount of \$28,000 are required. This expense has been included in the 2019-20 Budget and next year's budget as well.

The ArcGIS Software is heavily used by the engineering department while planning and executing CIP projects. For this reason staff recommends splitting the costs across those four funds. 40 sanitary sewer, 30 solid waste, 15 storm water, and 15 streets.

ATTACHMENTS:

- Resolution
- Quote

RESOLUTION _____ - 20

**RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE AND
SERVICE TO CONTINUE USING ESRI ARCGIS AND ARCGIS ONLINE FOR
MAPPING AND GEOLOCATION RESOURCES**

WHEREAS, the City of Bettendorf has utilized the software and services of ESRI ArcGIS and ArcGIS Online for mapping and geolocation resources since before 2000; and

WHEREAS, staff recommends the authorization to purchase maintenance and service to continue to use said software.

NOW, THEREFORE, BE IT RESOLVED that the Finance Director is authorized to purchase maintenance (for ArcGIS) and service fees (for ArcGIS Online) from ERSI, Inc. to provide continued mapping and geolocation resources at a cost of not to exceed \$28,000 per year.

PASSED, APPROVED AND ADOPTED this 7th day of January, 2020.

Mayor Robert S. Gallagher

ATTEST:

Decker P. Ploehn, City Clerk



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 12/17/2019
To: John Grimm
Organization: City of Bettendorf
Information Systems
Fax #: 563-344-4160 **Phone #:** 563-344-4142

From: Alan Chrest
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2857
Email: achrest@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25938767
Document Date: 12/17/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-307-3083

Quotation

Date: 12/17/2019**Quotation Number:** 25938767

City of Bettendorf
Information Systems
1609 State St
Bettendorf IA 52722
Attn: John Grimm

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Alan Chrest

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 129145

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021	3,000.00	3,000.00
1010	2	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021	1,200.00	2,400.00
2010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021	700.00	700.00
3010	5	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021	500.00	2,500.00
4010	1	87232	500.00	500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Alan Chrest**Ext:** 2857

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/17/2019

Quotation Number: 25938767

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
5010	1	87198	500.00	500.00
ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
6010	2	87192	400.00	800.00
ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
7010	7	87193	300.00	2,100.00
ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
8010	1	97444	100.00	100.00
ArcGIS Engine Single Use without Extension Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
9010	1	97445	400.00	400.00
ArcGIS Engine Single Use with Extension Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
10010	50	154321	200.00	10,000.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License (Pre 4.4 Pricing) Start Date: 03/17/2020 End Date: 03/16/2021				
11010	1	161348	3,000.00	3,000.00
ArcGIS GIS Server Basic Up to Four Cores Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				
12010	1	109839	2,000.00	2,000.00
ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Start Date: 03/17/2020 End Date: 03/16/2021				

[CSBATCHDOM]



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Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/17/2019

Quotation Number: 25938767

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	28,000.00
Estimated Tax	0.00
Total	USD 28,000.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Phone: 888-377-45752857
Fax #: 909-307-3083

Quotation

Page 4

Date: 12/17/2019

Quotation Number: 25938767

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-307-3083

Quotation

Page 5

Date: 12/17/2019

Quotation No: 25938767

Customer No: 129145

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



COUNCIL LETTER

MEETING DATE: January 7, 2020

REQUESTED BY: John Soenksen

ITEM TITLE: Resolution appointing Anne Gannaway to the City of Bettendorf Planning and Zoning Commission.

Explanation (Background and How it Responds to Vision, Mission, or Goals)

At the request of Mayor Gallagher, Anne Gannaway has indicated a willingness to serve on the Bettendorf Planning and Zoning Commission. Ms. Gannaway will be filling the seat vacated by Jeff Bert. Her term will expire on November 1, 2023.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source.

NA

List Attachments.

Resolution; Résumé

RESOLUTION NO. _____ - 20

**RESOLUTION APPOINTING ANNE GANNAWAY TO THE
BETTENDORF PLANNING AND ZONING COMMISSION**

WHEREAS, Jeff Bert has resigned his position on the Bettendorf Planning and Zoning Commission, and

WHEREAS, Anne Gannaway has indicated a desire become a member of the Planning and Zoning Commission position, and

WHEREAS, it is the recommendation of the Mayor that Anne Gannaway be appointed to the Planning and Zoning Commission for a term to expire on November 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the appointment of Anne Gannaway to the Bettendorf Planning and Zoning Commission.

PASSED, APPROVED, AND ADOPTED this 7th day of January, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



City of Bettendorf
Appointment Résumé

Name:

or

Commission: Planning & Zoning

Name: Anne Gannaway

Address: 5705 Lewis Court
Bettendorf IA 52722

Phone:

(563) 940-7344

E-mail:

ethan-annc@hotmail.com

If checked, please answer:

If residency within the city is a condition of appointment, I certify that I am a resident and will be throughout my tenure.

☒ Yes

No

If qualification is dependent upon a special skill, job function, or status, I certify that I have the qualification.

☒ Yes

No

Requirement(s) mandated by City Code:

I have read the powers and duties of the position for which I am applying.

☒ Yes

No

I will exercise those powers and duties in a fair and impartial manner.

☒ Yes

No

I understand the Open Meetings Law (Chapter 21) and the Gift Law (Chapter 68B) as they currently exist in the State Code and will abide by them.

☒ Yes

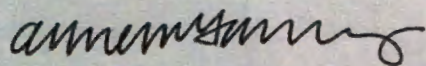
No

I was referred for appointment by: Decker Ploehn

Please describe any factor you believe would assist the Mayor and Council in favorably considering your appointment to the Board or Commission indicated above (include things such as professional competence, length of residency, education, or any other factor you think is important.)

I am a proud citizen of the city of Bettendorf. My husband, three sons, and I have lived here for seven years. I grew up in Davenport, attended Assumption High School. Upon graduation, I attended the University of St. Thomas in St. Paul, Minnesota for an undergraduate degree. Additionally, I have a Master's degree from the University of Missouri. I work as the Executive Director of Advancement at St. Ambrose University.

Signature



Date: 1/2/2020

Thank you for applying for a volunteer position to help the residents of Bettendorf. The information requested on Page 3 of the application is to facilitate compliance with EEOC requirements. That information will not be reported to the Mayor or Council.



COUNCIL LETTER

MEETING DATE: January 7, 2020
REQUESTED BY: Michelle Spencer

VISION:

THE CITY OF BETTENDORF IS A PREMIER PLACE IN WHICH TO LIVE. THE CITY OF BETTENDORF IS THE MOST LIVABLE COMMUNITY FOR FAMILIES WITH RICH EDUCATIONAL, CULTURAL, AND RECREATIONAL OPPORTUNITIES WHERE WE ENJOY A VIBRANT RIVERFRONT AND A GROWING COMPETITIVE BUSINESS ENVIRONMENT. WE TAKE PRIDE IN OUR GREAT COMMUNITY.

ITEM TITLE:

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL FOR EXPRESS LANE GAS AND FOOD MART; AND A NEW LIQUOR LICENSE FOR TWIN SPAN BREWING.

EXPLANATION (Background & How it Responds to Vision, Mission or Goals):

The Licensing of these businesses contributes to the mission of a growing, competitive business environment. The applicant has submitted the necessary documentation to issue the respective license and/or permits as required by the State of Iowa.

A criminal history background check has been conducted.

The Bettendorf Fire Department has determined that the application is in compliance with federal, state, and local requirements.

ATTACHMENTS:

- **Resolution**
- **Application(s)**

RESOLUTION _____ - 20

**RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL
FOR EXPRESS LANE GAS AND FOOD MART AND A NEW LIQUOR
LICENSE FOR TWIN SPAN BREWING**

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the aforementioned applications be approved; and

BE IT FURTHER RESOLVED that the City Clerk is herewith directed to certify to the Iowa Department of Commerce, Alcoholic Beverages Division, the City Council's approval of the above applications.

PASSED, APPROVED AND ADOPTED this 7th day of January, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Applicant License Application (BC0026419)

Name of Applicant: <u>Expresslane Inc</u>		
Name of Business (DBA): <u>Express Lane Gas And Food Mart</u>		
Address of Premises: <u>2911 Devils Glen Rd</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>5272200</u>
Business <u>(815) 625-6380</u>		
Mailing <u>1305 12th Avenue</u>		
City <u>Rock Falls</u>	State <u>IL</u>	Zip: <u>61071</u>

Contact Person

Name <u>Kathy Peugh</u>	
Phone: <u>(815) 625-6380</u>	Email <u>jooil@comcast.net</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 02/05/2020

Expiration Date: 02/04/2021

Privileges:

Class B Native Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Arthur Johnson

First Name: <u>Arthur</u>	Last Name: <u>Johnson</u>	
City: <u>Sterling</u>	State: <u>Illinois</u>	Zip: <u>61081</u>
Position: <u>President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>No</u>	

Kathy Peugh

First Name: <u>Kathy</u>	Last Name: <u>Peugh</u>	
City: <u>Rock Falls</u>	State: <u>Illinois</u>	Zip: <u>61071</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>First Western Insurance</u>
--

Insurance Company: First Western Insurance

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Twin Span Brewing LLC</u>		
Name of Business (DBA): <u>Twin Span Brewing</u>		
Address of Premises: <u>6776 Championship Drive</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 447-0609</u>		
Mailing <u>5012 Brittany Ct</u>		
City <u>Bettendorf</u>	State <u>IA</u>	Zip: <u>52722</u>

Contact Person

Name <u>David Burns</u>	
Phone: <u>(563) 447-0609</u>	Email <u>david@twinspanbrewing.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 02/01/2020

Expiration Date: 01/01/1900

Privileges:

Brew Pub

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

David Burns

First Name: <u>David</u>	Last Name: <u>Burns</u>	
City: <u>Bettendorf</u>	State: <u>Iowa</u>	Zip: <u>52722</u>
Position: <u>Manager</u>		
% of Ownership: <u>45.50%</u>	U.S. Citizen: <u>Yes</u>	

Carl Kubalsky

First Name: <u>Carl</u>	Last Name: <u>Kubalsky</u>	
City: <u>Bettendorf</u>	State: <u>Iowa</u>	Zip: <u>52722</u>
Position: <u>Manager</u>		
% of Ownership: <u>45.50%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 02/01/2020

Policy Expiration 01/31/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

City of Bettendorf
Accounts Payable Listing
January 7, 2020 Council Meeting

Date: 1/2/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0000-141.06-00		105711	NEOFUNDS BY NEOPOST	12/18/2019	120319	1,999.89	REFILL POSTAGE METER
001-0000-333.01-00		105764	MISCELLANEOUS	1/8/2020	1911-0179-RER	240.00	REFUND DUPLICATE PERMIT FEE
001-0000-333.01-00		105787	FOLEY CONTRACTING LLC	1/8/2020	1910-0143-RER	80.00	REFUND 80% OF CANCELLED P ERMIT FEE
001-0000-342.01-00		105713	MISCELLANEOUS	12/18/2019	121719	422.50	LIQUOR LICENSE REFUND LC0045313 TIM MARTIN
Total for Fund			001	GENERAL FUND		2,742.39	
Department			N/A				
585-0000-359.23-00		105837	RIVER BEND TRANSIT	1/8/2020	113019C	-116.50	FARES COLLECTED - NOVEMBER 2019
585-0000-359.24-00		105837	RIVER BEND TRANSIT	1/8/2020	113019A	-1,500.75	REVENUES COLLECTED - NOVEMBER 2019
Total for Fund			585	TRANSIT		-1,617.25	
Department			N/A				
722-0000-233.00-00		2000296	WAGEWORKS	12/4/2019	INV1787519	1,779.51	FLEX CLAIMS
722-0000-233.00-00		2000316	WAGEWORKS	12/11/2019	INV1796145	1,169.53	FLEX CLAIMS
Total for Fund			722	125/PLAN		2,949.04	
Department			N/A				
810-0000-205.02-00		2000307	MUNICIPAL FIRE & POLICE	12/6/2019	PR DATE 12/6 A	37,933.45	CITY SHARE POLICE PENSION
810-0000-205.04-00		2000307	MUNICIPAL FIRE & POLICE	12/6/2019	PR DATE 12/6 C	21,712.29	CITY SHARE FIRE PENSION
810-0000-205.05-00		2000308	INTERNAL REVENUE SERVICE	12/6/2019	270974345321185	80,815.70	FEDERAL W/H TAX
810-0000-205.06-00		2000311	TREASURER, STATE OF IOWA	12/6/2019	9340000682	33,497.92	12/6 PAY DATE IA W/H TAX
810-0000-205.07-00		2000303	ILLINOIS DEPARTMENT OF REVENUE	12/3/2019	1-354-103-136	1,950.56	ILLINOIS STATE W/H TAX
810-0000-205.08-00		2000308	INTERNAL REVENUE SERVICE	12/6/2019	27097434532118A	62,867.48	FICA W/H TAX
810-0000-205.09-00		2000308	INTERNAL REVENUE SERVICE	12/6/2019	27097434532118B	23,604.36	MEDICARE W/H TAX
810-0000-205.10-00		2000309	IPERS COLLECTIONS	12/6/2019	120835745	32,623.25	EMPLOYEE SHARE IPERS
810-0000-205.10-00		2000309	IPERS COLLECTIONS	12/6/2019	120835745A	48,960.64	CITY SHARE IPERS
810-0000-205.11-00		2000307	MUNICIPAL FIRE & POLICE	12/6/2019	PR DATE 12/6	14,607.75	EMPLOYEE SHARE POLICE PENSION
810-0000-205.12-00		2000307	MUNICIPAL FIRE & POLICE	12/6/2019	PR DATE 12/6 B	8,361.13	EMP SHARE FIRE PENSION
810-0000-205.15-00		105716	AMERICAN FUNDS SERVICE COMPAN	12/20/2019	20191220	50.00	PAYROLL SUMMARY
810-0000-205.15-00		105726	LEGALSHIELD	12/20/2019	20191220	126.61	PAYROLL SUMMARY
810-0000-205.15-00		105731	WASHINGTON NATIONAL LIFE INSUR	12/20/2019	20191220	35.05	PAYROLL SUMMARY
810-0000-205.15-00		105736	AMERICAN FUNDS SERVICE COMPAN	1/3/2020	20200103	50.00	PAYROLL SUMMARY
810-0000-205.15-00		105745	LEGALSHIELD	1/3/2020	20200103	126.61	PAYROLL SUMMARY
810-0000-205.15-00		105750	WASHINGTON NATIONAL LIFE INSUR	1/3/2020	20200103	35.05	PAYROLL SUMMARY

City of Bettendorf
Accounts Payable Listing
January 7, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
810-0000-205.15-00		2000301	AFLAC	12/6/2019	PR DATE 12/6	186.78	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2000305	AFLAC	12/6/2019	165273A	774.54	11/22,12/06, AFLAC AFTER TAX CONTRIBUTIONS
810-0000-205.15-00		2000310	AMERICAN FUNDS ROTH IRA WIRE	12/6/2019	11/22 PAY DATE	100.00	AFTER TAX ROTH IRA CONTRIBUTIONS
810-0000-205.15-00		2000312	ICMA RETIREMENT TRUST - 457	12/6/2019	244634	2,425.88	AFTER TAX ROTH IRA
810-0000-205.17-00		105715	AFSCME/IOWA COUNCIL 61	12/20/2019	20191220	1,025.02	PAYROLL SUMMARY
810-0000-205.17-00		105735	AFSCME/IOWA COUNCIL 61	1/3/2020	20200103	1,005.68	PAYROLL SUMMARY
810-0000-205.17-00		2000299	BETT.PROF.FIREFIGHTERS ASSOC.	12/6/2019	PR DATE 12/6	529.25	UNION DUES
810-0000-205.17-00		2000300	BETT.PEACE OFFICERS ASSOC.	12/6/2019	PR DATE 12/6	370.00	UNION DUES
810-0000-205.19-00		2000306	COLLECTION SERVICES CENTER	12/6/2019	1769020	1,865.02	CHILD/ SPOUSE SUPPORT
810-0000-205.20-00		105724	COMMUNITY HEALTH CHARITIES IOW	12/20/2019	20191220	26.00	PAYROLL SUMMARY
810-0000-205.20-00		105730	UNITED WAY	12/20/2019	20191220	536.65	PAYROLL SUMMARY
810-0000-205.20-00		105744	COMMUNITY HEALTH CHARITIES IOW	1/3/2020	20200103	26.00	PAYROLL SUMMARY
810-0000-205.20-00		105749	UNITED WAY	1/3/2020	20200103	725.38	PAYROLL SUMMARY
810-0000-205.21-00		105720	CITY OF BETTENDORF	12/20/2019	20191220	13,152.50	PAYROLL SUMMARY
810-0000-205.21-00		105740	CITY OF BETTENDORF	1/3/2020	20200103	13,120.00	PAYROLL SUMMARY
810-0000-205.22-00		105720	CITY OF BETTENDORF	12/20/2019	20191220A	127.50	PAYROLL SUMMARY
810-0000-205.22-00		105740	CITY OF BETTENDORF	1/3/2020	20200103A	120.00	PAYROLL SUMMARY
810-0000-205.23-00		105717	ANCHOR NATIONAL LIFE INSURANCE	12/20/2019	20191220	573.52	PAYROLL SUMMARY
810-0000-205.23-00		105721	CITY OF BETTENDORF/125 PLAN	12/20/2019	20191220	4,374.83	PAYROLL SUMMARY
810-0000-205.23-00		105722	CITY OF BETTENDORF/125 PLAN	12/20/2019	20191220	2,009.14	PAYROLL SUMMARY
810-0000-205.23-00		105723	CITY OF BETTENDORF/125 PLAN	12/20/2019	20191220	1,377.97	PAYROLL SUMMARY
810-0000-205.23-00		105727	LINCOLN LIFE	12/20/2019	20191220	1,662.86	PAYROLL SUMMARY
810-0000-205.23-00		105728	OHIO NATIONAL LIFE INSURANCE CO	12/20/2019	20191220	798.35	PAYROLL SUMMARY
810-0000-205.23-00		105729	PACIFIC LIFE INSURANCE COMPANY	12/20/2019	20191220	469.15	PAYROLL SUMMARY
810-0000-205.23-00		105737	ANCHOR NATIONAL LIFE INSURANCE	1/3/2020	20200103	572.36	PAYROLL SUMMARY
810-0000-205.23-00		105741	CITY OF BETTENDORF/125 PLAN	1/3/2020	20200103	4,413.30	PAYROLL SUMMARY
810-0000-205.23-00		105742	CITY OF BETTENDORF/125 PLAN	1/3/2020	20200103	2,009.14	PAYROLL SUMMARY
810-0000-205.23-00		105743	CITY OF BETTENDORF/125 PLAN	1/3/2020	20200103	1,377.97	PAYROLL SUMMARY
810-0000-205.23-00		105746	LINCOLN LIFE	1/3/2020	20200103	1,786.06	PAYROLL SUMMARY
810-0000-205.23-00		105747	OHIO NATIONAL LIFE INSURANCE CO	1/3/2020	20200103	798.73	PAYROLL SUMMARY
810-0000-205.23-00		105748	PACIFIC LIFE INSURANCE COMPANY	1/3/2020	20200103	501.00	PAYROLL SUMMARY
810-0000-205.23-00		2000302	GREAT AMERICAN PLAN ADMINISTRATION	12/6/2019	PR DATE 12/6	569.08	12/6 CONTRIBUTIONS
810-0000-205.23-00		2000304	NATIONWIDE RETIREMENT SOLUTION	12/3/2019	12/6 PAY DATE	273.57	457 CONTRIBUTIONS
810-0000-205.23-00		2000305	AFLAC	12/6/2019	165273	1,346.84	11/22,12/06, AFLAC PRE TAX
810-0000-205.23-00		2000312	ICMA RETIREMENT TRUST - 457	12/6/2019	244630	47,814.11	457 CONTRIBUTIONS
810-0000-205.28-00		105728	OHIO NATIONAL LIFE INSURANCE CO	12/20/2019	20191220A	85.12	PAYROLL SUMMARY

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810-0000-205.28-00		105729	PACIFIC LIFE INSURANCE COMPANY	12/20/2019	20191220A	161.62	PAYROLL SUMMARY
810-0000-205.28-00		105747	OHIO NATIONAL LIFE INSURANCE CO	1/3/2020	20200103A	85.12	PAYROLL SUMMARY
810-0000-205.28-00		105748	PACIFIC LIFE INSURANCE COMPANY	1/3/2020	20200103A	161.62	PAYROLL SUMMARY
810-0000-205.28-00		2000312	ICMA RETIREMENT TRUST - 457	12/6/2019	244630A	4,767.48	457 LOAN PAYMENTS
810-0000-205.29-00		105831	PRINCIPAL LIFE INSURANCE COMPAN	1/8/2020	121719	1,924.10	SUPPLEMENTAL LIFE
810-0000-205.99-00		105718	BETTENDORF POLICE BENEVOLENT	12/20/2019	20191220	98.00	PAYROLL SUMMARY
810-0000-205.99-00		105719	CITY OF BETTENDORF	12/20/2019	20191220	328.13	PAYROLL SUMMARY
810-0000-205.99-00		105725	IOWA DEPARTMENT OF REVENUE	12/20/2019	20191220	96.84	PAYROLL SUMMARY
810-0000-205.99-00		105738	BETTENDORF POLICE BENEVOLENT	1/3/2020	20200103	98.00	PAYROLL SUMMARY
810-0000-205.99-00		105739	CITY OF BETTENDORF	1/3/2020	20200103	335.40	PAYROLL SUMMARY
810-0000-205.99-00		2000298	IOWA C.O.P.S.	12/6/2019	PR DATE 12/6	58.00	12/6 CONTRIBUTIONS
Total for Fund			810	LIABILITY CLEARING ACCT. 484,401.46			
Department			N/A				
Total for Department			488,475.64				
001-0101-460.13-04		105762	BI-STATE REGIONAL COMMISSION	1/8/2020	0010645	37.76	CEO/CAO MTG 11/15/19 MAYOR GALLAGHER & DPLOE
001-0101-460.22-13		105758	ASCAP	1/8/2020	122019	363.00	2020 LICENSE FEE - ACCT #500602418
001-0101-460.22-13		105762	BI-STATE REGIONAL COMMISSION	1/8/2020	010120	4,715.75	REQUISITION PAYMENT FOR JANUARY 1 - MARCH 31,20
001-0101-460.22-13		105791	GRABER, EDMUND C.	1/8/2020	122719	1,832.00	CONSULTING SERVICES FOR 12/1/19 - 12/31/19
001-0101-460.22-13		105845	SESAC, INC.	1/8/2020	10353008	919.00	2020 MUSIC LICENSING FEE
001-0101-460.23-07		105799	HY-VEE, INC. PW & AD	1/8/2020	4811466088	39.90	water
001-0101-460.23-40		105799	HY-VEE, INC. PW & AD	1/8/2020	4810849999	60.00	FUNERAL FLOWERS FOR DON WELLS FATHER
Total for Fund			001	GENERAL FUND 7,967.41			
Department			Mayor & Council				
684-0105-494.22-08		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	283909	-982.00	GRP CORRECTION NEEDED
684-0105-494.22-08		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	283909	982.00	CORRECTING GRP #02759
684-0105-494.22-08		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	283909	982.00	MEMBERSHIP 7/1/19-7/1/20
684-0105-494.22-58		105734	PRESTIGE AUTO BODY LLC	12/26/2019	20202	847.00	2015 FORD F250 REPAIR
684-0105-494.22-58		105830	PRESTIGE AUTO BODY LLC	1/8/2020	20211	-2,728.35	GRP CORRECTION NEEDED TAHOE #21618
684-0105-494.22-58		105830	PRESTIGE AUTO BODY LLC	1/8/2020	20211	2,728.35	CORRECTING GRP #02759 TAHOE #21618
684-0105-494.22-58		105830	PRESTIGE AUTO BODY LLC	1/8/2020	20211	2,728.35	DAMAGE REPAIR 2016 CHEVY TAHOE #21618
684-0105-494.22-60		105734	PRESTIGE AUTO BODY LLC	12/26/2019	20204	1,060.80	TRANSIT BUS REPAIR

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684-0105-494.22-68		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	ICP053167A1	-1,100.82	GRP CORRECTION NEEDED
684-0105-494.22-68		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	ICP053167A1	1,100.82	CORRECTING GRP #02759
684-0105-494.22-68		105808	IOWA COMMUNITIES ASSURANCE PC	1/8/2020	ICP053167A1	1,100.82	JOSEPH DAVIS CLAIM
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75922	-2,177.59	GRP CORRECTION NEEDED 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75922	2,177.59	CORRECTING GRP #02759 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75922	2,177.59	LARGE DED PMT FY1819 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75923	-10,031.58	GRP CORRECTION NEEDED 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75923	10,031.58	CORRECTING GRP #02759 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75923	10,031.58	LARGE DED PMT FY1617 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75924	-316.95	GRP CORRECTION NEEDED 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75924	316.95	CORRECTING GRP #02759 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	INV75924	316.95	LARGE DED PMT FY1819 11/1/19-11/30/19
684-0105-494.22-92		105803	IMWCA	1/8/2020	RTN07449	-82.42	CORRECTING GRP #02759 2017030934
Total for Fund			684	RISK MANAGEMENT		19,162.67	
Department			Mayor & Council				
686-0106-494.22-81		2000317	WELLMARK BLUE CROSS & BLUE SH	12/2/2019	112619	63,195.09	HEALTH CLAIMS 11/16-11/22
686-0106-494.22-81		2000318	WELLMARK BLUE CROSS & BLUE SH	12/30/2019	112619	33,594.95	HEALTH CLAIMS 11/16-11/22
686-0106-494.22-83		105781	EMPLOYEE BENEFIT SYSTEM	1/8/2020	000023356	741.28	VISION CLAIMS
686-0106-494.22-83		2000291	WELLMARK BLUE CROSS & BLUE SH	12/2/2019	103119A	11,423.68	ADMIN FEES OCT
686-0106-494.22-83		2000314	MEDTRAK SERVICES	12/5/2019	351387A	641.50	ADMINISTRATIVE FEES
686-0106-494.22-83		2000318	WELLMARK BLUE CROSS & BLUE SH	12/30/2019	113019A	11,522.16	ADMIN FEES NOV
686-0106-494.22-84		2000291	WELLMARK BLUE CROSS & BLUE SH	12/2/2019	103119B	1,243.52	AGGREGATE OCT
686-0106-494.22-84		2000318	WELLMARK BLUE CROSS & BLUE SH	12/30/2019	113019B	1,254.24	AGGREGATE OCT
686-0106-494.22-85		2000291	WELLMARK BLUE CROSS & BLUE SH	12/2/2019	103119C	38,679.04	SPECIFIC OCT
686-0106-494.22-85		2000318	WELLMARK BLUE CROSS & BLUE SH	12/30/2019	113019C	39,012.48	SPECIFIC OCT
686-0106-494.22-88		105831	PRINCIPAL LIFE INSURANCE COMPAN	1/8/2020	121719A	11,248.28	LIFE AND LTD
686-0106-494.22-94		2000295	DELTA DENTAL	12/2/2019	352050000201969	2,631.23	DENTAL CLAIMS 11/26- 12/2/19
686-0106-494.22-96		2000313	EMPLOYEE BENEFIT SYSTEM	12/6/2019	12042019	1,768.78	VISION CLAIMS CHECKS 1795-1800
686-0106-494.22-96		2000315	EMPLOYEE BENEFIT SYSTEM	12/11/2019	12112019	590.53	VISION CLAIMS CHECKS 1801-1802
686-0106-494.22-97		105839	ROCK VALLEY PHYSICAL THERAPY	1/8/2020	26658421119A	-643.75	GRP CORRECTION NEEDED ASSESSMENT
686-0106-494.22-97		105839	ROCK VALLEY PHYSICAL THERAPY	1/8/2020	26658421119A	643.75	CORRECTING GRP #02759 ASSESSMENT
686-0106-494.22-97		105839	ROCK VALLEY PHYSICAL THERAPY	1/8/2020	26658421119A	643.75	ONLINE HEALTH RISK ASSESSMENT
686-0106-494.22-98		2000314	MEDTRAK SERVICES	12/5/2019	351387	28,398.92	PHARMACY CLAIMS 11/15-11/ 30/19

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Total for Fund			686	EMPLOYEE INSURANCE		246,589.43	
Department			Mayor & Council				
Total for Department			273,719.51				
001-0201-461.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119F	12.82	BANKCARD FEES 1% SW1,SW2, SW3
001-0202-461.22-01		105840	RSM US LLP	1/8/2020	5861038	8,000.00	FINAL BILLING FOR 2019 FINANCIAL AUDIT
001-0202-461.22-90		105838	ROCHESTER ARMORED CAR CO., INC	1/8/2020	658055	703.95	COURIER SERVICE
001-0202-461.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0435884	10.80	CITY HALL WATER
001-0202-461.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436152	10.80	CITY HALL WATER
001-0202-461.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436341	10.80	CITY HALL WATER
Total for Fund			001	GENERAL FUND		8,749.17	
Department			Finance				
242-0209-470.80-02		2000293	TRIUMPH COMMUNITY BANK	12/2/2019	120219	124,541.66	TIF REVENUE BONDS 2016 4.9 INTEREST
Total for Fund			242	SPORTS CENTER TIF		124,541.66	
Department			Finance				
401-0242-480.70-74		105833	RACOM	1/8/2020	FB151150	675.00	EQUIP REMOVAL/INSTALL SQD 200/CITY #21604
Total for Fund			401	VEHICLE REPLACEMENT FUND		675.00	
Department			Finance				
520-0204-490.21-30		105861	TYLER TECHNOLOGIES	1/8/2020	025-281843B	185.00	MONTHLY WEB FEES
520-0204-490.22-04		105756	AMERICAN WATER- SEWER USAGE D	1/8/2020	4000182543	1,120.64	WATER RECORDS
520-0204-490.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119G	2,057.40	BANKCARD FEES UT, SW1, SW2,SW3
520-0204-490.22-44		2000297	AUTHORIZE.NET	12/3/2019	1119A	218.40	ONLINE PAYMENT GATEWAY
520-0204-490.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220857	59.01	01 LETTERS
520-0204-490.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220867	18.29	03 LATE NOTICES
520-0204-490.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221031	15.35	FINAL BILLS
520-0204-490.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221035	266.11	01 BILS 12/5/2019
520-0204-490.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221163	26.96	04 BILLS 12/17/19
520-0204-498.80-02		2000292	CEDAR RAPIDS BANK & TRUST	12/2/2019	120219	29,520.00	SEWER REVENUE CAPITAL LOAN NOTE 2016 2.03 INTE
520-0204-498.80-02		2000292	CEDAR RAPIDS BANK & TRUST	12/2/2019	120219B	67,802.50	SEWER REV CAPITAL LOAN NOTE 2017 4.045 INTERES

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Total for Fund			520 SEWER UTILITY			101,289.66	
Department			Finance				
580-0219-493.21-30		105861	TYLER TECHNOLOGIES	1/8/2020	025-281843	185.00	MONTHLY WEB FEES
580-0219-493.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220857B	58.99	01 LETTERS
580-0219-493.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220867B	18.27	03 LATE NOTICES
580-0219-493.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221031B	15.33	FINAL BILLS
580-0219-493.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221035B	266.10	01 BILLS 12/5/19
580-0219-493.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221163B	26.94	04 BILLS 12/17/19
580-0219-498.80-02		2000292	CEDAR RAPIDS BANK & TRUST	12/2/2019	120219A	29,520.00	STORM WATER REV CAPITAL LOAN NOTE 2016 2.03 INT
580-0219-498.80-02		2000292	CEDAR RAPIDS BANK & TRUST	12/2/2019	120219C	34,040.00	STORM WATER REV CAPITAL LOAN NOTE 2017 2.03 INT
Total for Fund			580 STORM WATER UTILITY			64,130.63	
Department			Finance				
688-0231-494.21-10		105768	CENTURY LINK BUSINESS SERVICES	1/8/2020	1482012399	205.59	LONG DISTANCE DEC 2019
688-0231-494.21-10		105768	CENTURY LINK BUSINESS SERVICES	1/8/2020	1482811845	558.18	INTERNET DEC 2019
Total for Fund			688 INFORMATION SERVICES			763.77	
Department			Finance				
Total for Department						300,149.89	
001-0301-410.23-07		105712	RAMOS GEORGE	12/18/2019	022451	74.90	REMIBURSE FOR PIZZA FROM PACK A POLICE CAR TOY
001-0310-410.13-03		105810	IOWA LAW ENFORCEMENT ACADEMY	1/8/2020	313831	150.00	FIREARMS INST RECERT HOPKINS
001-0310-410.13-03		105810	IOWA LAW ENFORCEMENT ACADEMY	1/8/2020	313840	300.00	FIREARMS INST RECERT D SCOTT, Z THOMAS
001-0311-410.12-09		105763	BRANDING	1/8/2020	100868	380.00	DEPT PATCHES
001-0311-410.12-09		105788	GALLS, LLC.	1/8/2020	014431519	206.49	BOOTS/CHAMPION
001-0311-410.12-09		105788	GALLS, LLC.	1/8/2020	014466049	65.97	BOOTS/POIRIER
001-0311-410.12-09		105862	UNIFORM DEN, INC.	1/8/2020	102152	40.00	DUTY GLOVES/TRIPP
001-0311-410.12-09		105862	UNIFORM DEN, INC.	1/8/2020	102191	22.00	REPLACE ZIPPER
001-0311-410.12-09		105862	UNIFORM DEN, INC.	1/8/2020	102211	25.00	NAME TAGS
001-0311-410.21-04		105833	RACOM	1/8/2020	FB151149	148.00	BUMPER STRIPS/SQD 203 CITY #21915
001-0311-410.23-07		105823	MUNICIPAL ELECTRONICS DIVISION I	1/8/2020	066954	169.31	RADAR RECERT
001-0311-410.23-07		105850	STREICHER'S INC	1/8/2020	11403768	250.00	DRUG TEST KITS
001-0315-410.22-99		105833	RACOM	1/8/2020	RI-191497	33.10	BEON ACCESS/SCOTT,HOPKINS

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001-0315-410.22-99		105844	SCOTT COUNTY SHERIFF'S OFFICE	1/8/2020	2020-62	2,050.00	BOOKING FEES (NOV)
001-0315-410.22-99		105846	SIERRA-PACIFIC SOFTWARE, LLC	1/8/2020	1387	299.00	TRAINING OFFICER PROGRAM MAINT AND SUPPORT
001-0315-410.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0435882	58.75	WATER
001-0315-410.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436150	45.05	WATER
001-0315-410.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436340	31.35	WATER
001-0315-410.23-07		105826	NIGHTWATCH SECURITY SERVICES,	1/8/2020	44243	980.00	INSTALL LOCK SYSTEM PD OPS
001-0315-410.23-08		105798	HY-VEE, INC. PD	1/8/2020	480955085	4.80	POSTAGE
001-0315-410.23-08		105798	HY-VEE, INC. PD	1/8/2020	4811778245	21.70	POSTAGE
001-0315-410.23-08		105798	HY-VEE, INC. PD	1/8/2020	5837908509	14.85	POSTAGE
001-0316-410.23-04		105814	KUSTOM SIGNALS, INC.	1/8/2020	298847	1,658.00	RADAR UNIT
001-0316-410.23-04		105849	STOP STICK, LTD.	1/8/2020	0016298-IN	828.00	STOP STICKS
Total for Fund			001	GENERAL FUND		7,856.27	
Department			Police				
274-0345-410.23-07		105760	BETTENDORF ECUMENICAL FOOD P/	1/8/2020	1065970	4,323.06	FOOD/HOLIDAY BASKETS
Total for Fund			274	CHAPLAINS PETTY CASH		4,323.06	
Department			Police				
Total for Department						12,179.33	
001-0401-414.13-01		105809	IOWA FIREFIGHTERS ASSOCIATION	1/8/2020	121619	520.00	SUBSCRIPTION RENEWAL 40 MEMBERS
001-0401-414.22-13		105839	ROCK VALLEY PHYSICAL THERAPY	1/8/2020	26658421119	4,801.02	CORRECTING GRP #02759 NG
001-0401-414.23-06		105827	OFFICE EXPRESS OFFICE PRODUCT	1/8/2020	77233-0	27.72	OFFICE SUPPLIES
001-0411-414.12-09		105773	DINGES FIRE GROUP,LLC	1/8/2020	03498	315.70	HELMET SHIELDS
001-0411-414.12-09		105843	SANDRY FIRE SUPPLY	1/8/2020	INV-008412	44.90	PATCHES
001-0411-414.12-09		105865	WITMER PUBLIC SAFETY GROUP, INC	1/8/2020	E1898799.002	350.75	FIRE & EXTRICATION GLOVES HELMET FRONTS
001-0411-414.12-09		105865	WITMER PUBLIC SAFETY GROUP, INC	1/8/2020	E1911711	188.97	JOB SHIRTS
001-0411-414.12-09		105865	WITMER PUBLIC SAFETY GROUP, INC	1/8/2020	E1918661	665.03	HOODS, GLOVES, HELMETS
001-0411-414.21-04		105754	ALEXIS FIRE EQUIPMENT COMPANY	1/8/2020	0066386-IN	895.07	ENGINE 3 GENERATOR REPAIR
001-0411-414.21-04		105754	ALEXIS FIRE EQUIPMENT COMPANY	1/8/2020	0066387-IN	275.00	ENGINE 1 SOLENOID REPAIR
001-0411-414.21-04		105754	ALEXIS FIRE EQUIPMENT COMPANY	1/8/2020	0066646-IN	810.00	ENGINE 3 REPAIR AIR COMPRESSOR
001-0411-414.21-04		105754	ALEXIS FIRE EQUIPMENT COMPANY	1/8/2020	0066647-IN	2,330.42	TRUCK 2 REPAIR AERIAL UNIT
001-0411-414.21-06		105847	SIGTRONICS CORPORATION	1/8/2020	132971	1,656.73	HEADSET REPAIR
001-0411-414.23-04		105843	SANDRY FIRE SUPPLY	1/8/2020	INV-008632	153.75	HOSE AND COUPLER

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001-0411-414.23-04		105843	SANDRY FIRE SUPPLY	1/8/2020	INV-008708	31.00	12V DC MOUNTING RACK
001-0413-414.21-06		105859	TRI-CITY ELECTRIC CO	1/8/2020	223174	417.34	BAUER COMPRESSOR INSTALL
001-0413-414.23-10		105780	EMERGENCY MEDICAL PRODUCTS, I	1/8/2020	2118151	215.80	MEDICAL GLOVES
001-0413-414.23-10		105780	EMERGENCY MEDICAL PRODUCTS, I	1/8/2020	2122875	180.72	MEDICAL SUPPLIES
001-0413-414.23-10		105780	EMERGENCY MEDICAL PRODUCTS, I	1/8/2020	2123791	188.17	MEDICAL SUPPLIES
001-0415-414.21-01		105813	KLINE SEWER & DRAIN	1/8/2020	8610	109.00	CABLE URINAL/ST4
001-0415-414.21-01		105834	RAYNOR DOOR CO., INC. OF THE QC	1/8/2020	119423	144.00	REPAIR BAY DOOR/ST1
001-0415-414.21-06		105778	ELECTRONIC ENGINEERING	1/8/2020	6625539-00	480.00	GENERATOR SERVICE/ST2
001-0415-414.21-06		105778	ELECTRONIC ENGINEERING	1/8/2020	6625547-00	275.00	GENERATOR SERVICE/ST4
001-0415-414.21-06		105789	GETZ FIRE EQUIPMENT	1/8/2020	I1-771462	34.92	SERVICE EXTINGUISHERS
001-0415-414.21-11		105807	IOWA AMERICAN WATER COMPANY	1/8/2020	061239DEC19	27.20	HYDRANT USAGE/ST2
001-0415-414.21-11		105807	IOWA AMERICAN WATER COMPANY	1/8/2020	144400DEC19	182.87	WATER USAGE/ST4
001-0415-414.21-11		105807	IOWA AMERICAN WATER COMPANY	1/8/2020	262188DEC19	61.70	HYDRANT USAGE/ST4
001-0415-414.21-11		105807	IOWA AMERICAN WATER COMPANY	1/8/2020	334067DEC19	123.23	WATER USAGE/ST2
001-0415-414.22-99		105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349558	1,873.22	FIRE ALARM INSP/ST4
001-0415-414.22-99		105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349618	1,724.72	FIRE ALARM INSP/ST2
001-0415-414.23-07		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349342	55.16	DIESEL EXHAUST FLUID
001-0415-414.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0435883	27.20	WATER
001-0415-414.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436151	19.45	WATER
001-0415-414.23-07		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436342	19.45	WATER
001-0415-414.23-07		105794	GREENWOOD CLEANING SYSTEMS I	1/8/2020	468058-000	89.06	STATION SUPPLIES
001-0415-414.23-07		105794	GREENWOOD CLEANING SYSTEMS I	1/8/2020	468545-000	87.00	STATION SUPPLIES
001-0415-414.23-07		105794	GREENWOOD CLEANING SYSTEMS I	1/8/2020	468546-000	4.75	STATION SUPPLIES
001-0418-414.21-06		105815	LIGHTING MAINTENANCE INC.	1/8/2020	61372	632.90	REPLACE BATTERY CHARGER STORM SIREN #8
Total for Fund			001	GENERAL FUND		20,038.92	
Department			Fire				
Total for Department			20,038.92				
001-0525-464.21-01	2000CC	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519A	262.00	COM CTR, WINDOW CLEANING
001-0525-464.21-01	2000CC	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349560	1,425.00	COM CTR, FIRE ALARM INSPE CTION
001-0525-464.21-01	2000CH	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519B	528.00	CITY HALL, WINDOW CLEANIN G
001-0525-464.21-01	2000CH	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349620	4,552.94	CITY HALL, FIRE ALARM INS PECTION
001-0525-464.21-01	2000LB	105761	BETTENDORF N & S LOCK INC.	1/8/2020	44697	9.60	LIBRARY, KEY CUT
001-0525-464.21-01	2000LB	105761	BETTENDORF N & S LOCK INC.	1/8/2020	44701	9.75	LIBRARY, KEY CUT

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001-0525-464.21-01	2000LB	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519D	1,175.00	LIBRARY, WINDOW CLEANING
001-0525-464.21-01	2000LB	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349559	2,532.58	LIBRARY, FIRE ALARM INSPE CTION
001-0525-464.21-01	2000MC	105783	ENVIROMARK	1/8/2020	24590	2,007.50	MAINT CTR, TRENCH DRAINS & OIL SEPS CLEARED
001-0525-464.21-01	2000MC	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519C	360.00	MAINT CTR, WINDOW CLEANIN G
001-0525-464.21-01	2000MC	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349556	1,574.86	MAINT CTR, FIRE ALARM INS PECTION
001-0525-464.21-11	2000CH	105807	IOWA AMERICAN WATER COMPANY	1/8/2020	060311DEC 19	27.20	CITY HALL, FIRE WATER
001-0525-464.21-11	2000LB	105807	IOWA AMERICAN WATER COMPANY	1/8/2020	061178DEC 19	110.70	LIBRARY, FIRE WATER
001-0526-464.22-99	2001CC	105770	CINTAS LOC 23M	1/8/2020	4036244128	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	105770	CINTAS LOC 23M	1/8/2020	4036807285	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	105770	CINTAS LOC 23M	1/8/2020	4037429025	27.60	COM CTR, MATS
001-0526-464.22-99	2001CH	105770	CINTAS LOC 23M	1/8/2020	4035067781	34.60	CITY HALL, MATS
001-0526-464.22-99	2001CH	105770	CINTAS LOC 23M	1/8/2020	4036807311	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	105770	CINTAS LOC 23M	1/8/2020	4037428988	37.10	CITY HALL, MATS
001-0526-464.22-99	2001LB	105770	CINTAS LOC 23M	1/8/2020	4034895099	138.79	LIBRARY, MATS
001-0526-464.22-99	2001LB	105770	CINTAS LOC 23M	1/8/2020	4035486718	218.48	LIBRARY, MATS
001-0526-464.22-99	2001MC	105770	CINTAS LOC 23M	1/8/2020	4036807264	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	105770	CINTAS LOC 23M	1/8/2020	4037428982	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	105770	CINTAS LOC 23M	1/8/2020	4038022110	50.53	MAINT CTR, MATS
Total for Fund			001 GENERAL FUND			15,275.59	
Department			Public Works				
206-0501-429.23-06		105771	CULLIGAN OF DAVENPORT	1/8/2020	0436339	51.90	WATER
206-0501-429.23-06		105799	HY-VEE, INC. PW & AD	1/8/2020	4811633577	29.89	TABLE CLOTHS
206-0501-429.23-06		105802	IMPERIAL	1/8/2020	288002:010037	19.90	SUGAR & CREAMER
206-0501-429.23-06		105802	IMPERIAL	1/8/2020	288002:010445	34.95	SUGAR & CREAMER
206-0501-429.23-06		105852	TALLGRASS BUSINESS RESOURCES	1/8/2020	5502886	38.50	PLASTIC FORKS
206-0501-429.23-06		105852	TALLGRASS BUSINESS RESOURCES	1/8/2020	5503999	13.13	APPOINTMENT BOOK
206-0502-425.22-99		105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD00612	350.00	IAW KIMBERLY RD CYLINDERS PROJ MNGR
206-0502-425.22-99		105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD03578	92.50	GLENBROOK RIDGE 2ND CYLINDERS, PROJ MNGR
206-0502-425.23-10		105835	REFLECTIVE APPAREL FACOTRY INC	1/8/2020	1090616	201.60	HI VIZ POLOS, PULLOVERS, JACKET
206-0511-420.22-99		105752	ADVANTAGE TREE SERVICE	1/8/2020	19830	343.81	MAPLE REMOVED BY HARDEES- LINE OF SIGHT HAZARD
206-0511-420.23-07		105767	CENTENNIAL CONTRACTOR OF QC	1/8/2020	15494	30.00	TOP SOIL
206-0511-420.23-07		105858	TRI CITY BLACKTOP, INC.	1/8/2020	34636	668.75	UPM
206-0511-420.23-07		105858	TRI CITY BLACKTOP, INC.	1/8/2020	34644	88.75	UPM
206-0511-420.23-10		105755	ALTORFER MACHINERY COMPANY	1/8/2020	PC180016066	84.85	RAIN JACKET & PANTS, SLUS H BOOTS

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206-0512-424.23-07		105765	CARGILL	1/8/2020	2905126271	6,169.63	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905135539	3,113.08	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905138355	11,597.28	DE ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905141953	1,724.76	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905144290	4,589.35	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905147502	9,121.48	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905149796	10,926.49	ROAD DE-ICING SALT
206-0512-424.23-07		105765	CARGILL	1/8/2020	2905156398	1,732.44	ROAD DE-ICING SALT
Total for Fund			206	ROAD USE FUND		51,023.04	
Department			Public Works				
550-0506-491.21-30		105861	TYLER TECHNOLOGIES	1/8/2020	025-281843A	185.00	MONTHLY WEB FEES
550-0509-491.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119H	2,089.80	BANKCARD FEES RECYCLE SW1,SW2,SW3, 50% PW
550-0509-491.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220857A	58.99	01 LETTERS
550-0509-491.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	220867A	18.27	03 LATE NOTICES
550-0509-491.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221031A	15.33	FINAL BILLS
550-0509-491.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221035A	266.10	01 BILLS 12/5/19
550-0509-491.22-99		105819	MIDWEST MAILWORKS INC.	1/8/2020	221163A	26.94	04 BILLS 12/17/19
550-0528-491.22-13		105864	WASTE COMMISSION OF SCOTT CO.	1/8/2020	113019E	3,420.00	E-WASTE - NOVEMBER 2019
Total for Fund			550	SOLID WASTE/RECYCLING ENT		6,080.43	
Department			Public Works				
555-0525-494.21-01	2000FM	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519E	896.00	MUSEUM, WINDOW CLEANING
555-0525-494.21-01	2000FM	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349957	3,263.99	MUSEUM, FIRE ALARM INSPEC TION
555-0526-494.22-99	2001FM	105855	THE MILLARD GROUP	1/8/2020	202096	1,352.60	MUSEUM, CLEANING SERVICES
Total for Fund			555	FMLY MUSEUM/ARTS &SCIENCE		5,512.59	
Department			Public Works				
570-0525-494.21-01	2000LF	105804	INTEGRITY CLEANING SYSTEMS, INC	1/8/2020	111519	445.00	FITNESS CTR, GUTTERS CLEA NED
570-0525-494.21-01	2000LF	105811	JOHNSON CONTROLS FIRE PROTEC	1/8/2020	21349788	2,020.35	FITNESS CTR, FIRE ALARM I NSPECTION
570-0526-494.23-07	2001LF	105792	GREAT WESTERN SUPPLY CO.INC.	1/8/2020	141530A DEC2019	1.52	FITNESS CTR, BATTERIES

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Total for Fund			570	LIFE FITNESS CTR FUND		2,466.87	
Department			Public Works				
575-0525-494.21-01	1900PL	105863	WALT LAMBACH FIRE PROTECTION	1/8/2020	46061	27.20	SPLASH, FIRE EXT SERVICE
Total for Fund			575	AQUATIC CENTER FUND		27.20	
Department			Public Works				
580-0519-493.22-44		2000294	MERCHANT SERVICES	12/2/2019	111191	2,057.40	BANKCARD FEES STORM WATER SW1,SW2,SW3,
Total for Fund			580	STORM WATER UTILITY		2,057.40	
Department			Public Works				
585-0507-492.22-37		105837	RIVER BEND TRANSIT	1/8/2020	113019	21,428.61	PARATRANSIT SERVICES - NOVEMBER 2019
585-0507-492.22-38		105837	RIVER BEND TRANSIT	1/8/2020	113019B	6,311.30	SATURDAY SERVICES - NOVEMBER 2019
585-0507-492.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119J	32.40	BANKCARD FEES 50% PW
585-0517-492.12-09		105862	UNIFORM DEN, INC.	1/8/2020	102122	114.75	UNIFORM SHIRTS-BRIAN GRAY
585-0527-492.21-05		105777	ECK'S AUTO SHINE	1/8/2020	193	200.00	BUS WASHING 11/30 & 12/7
Total for Fund			585	TRANSIT		28,087.06	
Department			Public Works				
683-0520-494.21-04		105775	DUCK CREEK TIRE AND SERVICE, INC	1/8/2020	056690	132.25	ALIGNMENT,RESET #21617
683-0520-494.21-04		105775	DUCK CREEK TIRE AND SERVICE, INC	1/8/2020	056837	86.35	WHEEL ALIGNMENT #20616
683-0520-494.21-04		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081294	207.75	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081631	138.50	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081980	346.25	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		105795	H & H CAR CARE & TOWING, LLC	1/8/2020	21712	65.00	TOW #20617 TO MAINT SHOP
683-0520-494.21-04		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	R103026830:01	300.09	RESET REGEN #21628
683-0520-494.22-31		105770	CINTAS LOC 23M	1/8/2020	4036244030	92.59	LAUNDRY SERVICE
683-0520-494.22-31		105770	CINTAS LOC 23M	1/8/2020	4036807323	75.59	LAUNDRY SERVICE
683-0520-494.22-31		105770	CINTAS LOC 23M	1/8/2020	4037428850	40.62	LAUNDRY SERVICE
683-0520-494.22-31		105770	CINTAS LOC 23M	1/8/2020	4038022153	69.59	LAUNDRY SERVICE
683-0520-494.22-31		105770	CINTAS LOC 23M	1/8/2020	4038555198	69.59	LAUNDRY SERVICE
683-0520-494.23-07		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349083	37.90	AIR COUPLERS
683-0520-494.23-07		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349178	34.85	AIR COUPLERS

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683-0520-494.23-07		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349598	35.63	ICE SCRAPERS
683-0520-494.23-07		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349599	76.39	ICE SCRAPERS
683-0520-494.23-07		105790	GFL ENVIRONMENTAL SERVICES US	1/8/2020	LQ00220655	165.00	PARTS SOLVENT
683-0520-494.23-07		105841	S J SMITH CO. INC.	1/8/2020	527861	183.25	WELDING TANKS LEASE
683-0520-494.23-07		105853	TERMINAL SUPPLY COMPANY	1/8/2020	89927-00	78.16	ELECT CONNECTORS
683-0520-494.23-07		105868	1ST AYD CORPORATION	1/8/2020	PSI325236	116.00	GLASS CLEANER,PENETRANT
683-0520-494.23-24		105759	BAUER BUILT, INC.	1/8/2020	230091593	600.90	POLICE VEHICLE TIRES STK
683-0520-494.23-24		105759	BAUER BUILT, INC.	1/8/2020	230091707	206.70	2 TIRES #21625
683-0520-494.23-24		105759	BAUER BUILT, INC.	1/8/2020	230091758	721.08	POLICE TIRES - STOCK
683-0520-494.23-24		105759	BAUER BUILT, INC.	1/8/2020	230091918	1,143.14	10 TIRES - STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-348839	-388.86	PARTS & CORE CREDITS
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-348866	6.99	TPMS KITS - STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349022	12.99	PARK BRAKE SHOES #21120
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349049	3.06	WHEEL STUD #21120
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349054	802.59	PARTS FOR STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349061	114.07	PLUGS & WIRE SET #21120
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349158	29.10	BLW MTR RESISTOR #20802
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349259	332.64	PADS & ROTORS - STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349260	182.76	BRAKES,TIE-RODS #20616
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349263	93.57	PADS & ROTORS #20616
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349288	31.15	PIGTAIL #20802
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349374	67.37	FILTERS - STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349389	317.44	PADS & ROTORS - STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349425	216.58	BRAKE CALIPERS #21631
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349486	568.92	PARTS FOR STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349509	10.49	EQUALIZER #21604
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349544	-110.00	CORE CREDITS
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349922	256.74	PARTS FOR STOCK
683-0520-494.23-24		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349949	5.52	OIL FILTERS - STOCK
683-0520-494.23-24		105772	CUMMINS INC.	1/8/2020	J9-24967	253.92	BREATHER FILTERS - STOCK
683-0520-494.23-24		105775	DUCK CREEK TIRE AND SERVICE, INC	1/8/2020	056760	560.00	4 TIRES - STOCK
683-0520-494.23-24		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081197	-15.00	CASING CREDIT
683-0520-494.23-24		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081198	-50.00	CASING CREDIT
683-0520-494.23-24		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081281	951.69	DRIVE TIRES - STOCK
683-0520-494.23-24		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081616	438.90	DRIVE TIRES - STOCK
683-0520-494.23-24		105776	EASTERN IOWA TIRE, INC.	1/8/2020	100081981	2,000.00	STEER TIRES - STOCK

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
683-0520-494.23-24		105779	ELLIOTT EQUIPMENT CO.	1/8/2020	153885	165.60	GRIPPER BUMPERS - STOCK
683-0520-494.23-24		105793	GREEN BUICK GMC INC.	1/8/2020	147347	19.09	HOSE TEE - STOCK
683-0520-494.23-24		105797	HOGLUND BUS CO., INC.	1/8/2020	716174	867.17	SHOCK ABSORBERS - STOCK
683-0520-494.23-24		105800	I.W.I. MOTOR PARTS	1/8/2020	12188242	418.68	FRONT WHEEL HUBS #21702
683-0520-494.23-24		105800	I.W.I. MOTOR PARTS	1/8/2020	12188936	91.32	WATER PUMP #21604
683-0520-494.23-24		105800	I.W.I. MOTOR PARTS	1/8/2020	12189326	69.10	WIPER SWITCH #21405
683-0520-494.23-24		105805	INTERSTATE BATTERY OF THE	1/8/2020	250248	64.95	BATTERY #21410
683-0520-494.23-24		105805	INTERSTATE BATTERY OF THE	1/8/2020	34061794	468.80	BATTERIES - STOCK
683-0520-494.23-24		105806	INTERSTATE POWER SYSTEMS, INC.	1/8/2020	C014064955:01	226.75	BURNER #21508
683-0520-494.23-24		105812	KILBURG EQUIPMENT, LLC.	1/8/2020	825	40.32	ROD ASSY - STOCK
683-0520-494.23-24		105812	KILBURG EQUIPMENT, LLC.	1/8/2020	826	563.92	BUSHINGS, BEARINGS- STOCK
683-0520-494.23-24		105812	KILBURG EQUIPMENT, LLC.	1/8/2020	827	1,309.67	JOYSTICK - STOCK
683-0520-494.23-24		105812	KILBURG EQUIPMENT, LLC.	1/8/2020	828	1,292.27	JOYSTICK - STOCK
683-0520-494.23-24		105817	MACQUEEN EQUIPMENT	1/8/2020	P09089	824.16	ACTUATOR #21626
683-0520-494.23-24		105822	MOTOR PARTS & EQUIPMENT CORP	1/8/2020	623931	185.85	MIRROR HEADS - STOCK
683-0520-494.23-24		105822	MOTOR PARTS & EQUIPMENT CORP	1/8/2020	625282	24.21	DOOR JAMB SWITCH #21210
683-0520-494.23-24		105824	MUTUAL WHEEL COMPANY	1/8/2020	0503800	390.00	LIGHT BAR - STOCK
683-0520-494.23-24		105824	MUTUAL WHEEL COMPANY	1/8/2020	0505085	82.95	BACK-UP ALARMS - STOCK
683-0520-494.23-24		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	X103098262:01	514.16	OXIDE SENSOR #21629
683-0520-494.23-24		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	X103098377:01	-90.15	CORE CREDIT
683-0520-494.23-24		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	X103098497:01	75.11	THERMOSTAT #20919
683-0520-494.23-24		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	X103098816:01	440.80	FILTERS , CAPS - STOCK
683-0520-494.23-24		105856	THOMPSON TRUCK & TRAILER INC.	1/8/2020	X103098816:02	79.93	MIRROR COVER - STOCK
683-0520-494.23-24		105860	TRISTATE TRUCK EQUIPMENT	1/8/2020	6097	248.09	CYLINDER #20437
683-0520-494.23-24		105866	ZURCHER TIRE, INC	1/8/2020	5402042224	192.00	TIRES - STOCK
683-0520-494.23-24		105866	ZURCHER TIRE, INC	1/8/2020	5402042638	444.00	4 TIRES #21321
683-0520-494.23-24		105866	ZURCHER TIRE, INC	1/8/2020	5402044738	587.48	TIRES #21406
683-0520-494.23-51		105829	PLEASANT VALLEY COMMUNITY	1/8/2020	20-79	32,523.55	NOVEMBER 2019 FUEL
683-0520-494.23-52		105766	CARQUEST AUTO PARTS STORE	1/8/2020	6604-349373	137.90	DEF
683-0520-494.23-52		105836	RILCO FLUID CARE, INC.	1/8/2020	0348929-IN	221.25	DEF
Total for Fund			683	MUNICIPAL GARAGE		54,194.73	
Department			Public Works				
Total for Department			164,724.91				

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001-0601-440.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119B	336.55	BANKCARD FEES LIBRARY
Total for Fund			001 GENERAL FUND			336.55	
Department			Library				
Total for Department						336.55	
001-0702-442.22-99		105732	FISHER LAWN CARE	12/19/2019	29758	1,660.00	FERTILIZER & WEED CONTROL PARKS
001-0702-442.22-99		105732	FISHER LAWN CARE	12/19/2019	29759	1,105.00	WEED CONTROL - PARKS
001-0703-443.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119E	86.99	BANKCARD FEES REC (ONLINE)
001-0703-443.22-44		2000297	AUTHORIZE.NET	12/3/2019	1119	30.00	ONLINE PAYMENT GATEWAY
001-0712-450.22-99		105732	FISHER LAWN CARE	12/19/2019	29749	2,900.00	PE#9 CITY WIDE LANDSCAPE MSINT PROGRAM NOVEM
001-0712-450.22-99		105732	FISHER LAWN CARE	12/19/2019	29753	1,215.00	MOWING CITY LOCATIONS NOVEMBER 2019
001-0712-450.22-99		105732	FISHER LAWN CARE	12/19/2019	29754	300.00	ROUND UP ALONG RR TRACKS
001-0712-450.22-99		105732	FISHER LAWN CARE	12/19/2019	29755	75.00	ROUND UP ON MEDIANS
001-0712-450.22-99		105732	FISHER LAWN CARE	12/19/2019	29756	850.00	FERTILIZER & WEED CONTROL
Total for Fund			001 GENERAL FUND			8,221.99	
Department			Parks				
206-0708-420.22-99		105732	FISHER LAWN CARE	12/19/2019	29757	875.00	FERTILIZER & WEED CONTROL MEDIANS
Total for Fund			206 ROAD USE FUND			875.00	
Department			Parks				
Total for Department						9,096.99	
555-1101-494.13-04		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660225	16.74	FOOD FOR STRATEGIC PLANNI NG
555-1101-494.21-30		105784	EXPLORER SYSTEMS INC	1/8/2020	205058	3,300.00	QUARTER SUPPORT JANUARY - MARCH 2020
555-1101-494.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119C	1,145.06	BANKCARD FEES MUS
555-1101-494.23-07		105770	CINTAS LOC 23M	1/8/2020	4037811444	353.48	MATS FOR GREAT HALL
555-1102-494.13-04		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660220	12.99	FOOD FOR STAFF MEETING
555-1102-494.21-40		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660216	5.45	BUTTERFLY FOOD
555-1102-494.23-06		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660218	11.85	BATTERIES FOR PRESCHOOL
555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660217	4.78	THREE'S SUPPLIES
555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660219	14.74	FOUR'S SUPPLIES
555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660221	6.98	FOUR'S SUPPLIES

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555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660222	12.84	TEST KITCHEN	
555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660223	9.33	TEST KITCHEN	
555-1102-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660226	9.99	PRESCHOOL DVD	
555-1102-494.23-07		105857	TOTAL AQUARIUM MAINTENANCE	1/8/2020	604106	45.00	FISH TANK SERVICE	
555-1105-494.23-07		105828	PETTY CASH/FAMILY MUSEUM-GENE	1/8/2020	660224	18.99	BABY WIPES FOR FRONT DESK	
555-1107-494.22-15		EX0036	105820	MINNESOTA CHILDREN'S MUSEUM	1/8/2020	INV-ID-00658	19,000.00	THOMAS THE TRAIN TRAVELIN G EXHIBIT RENTAL PYMT
Total for Fund			555	FMLY MUSEUM/ARTS &SCIENC				23,968.22
Department			Family Museum					
Total for Department			23,968.22					
001-3002-453.22-14		105832	QUAD CITY TIMES	1/8/2020	58333	8.84	NOTICE OF PUBLIC HEARING BOA 12/12/19	
001-3003-454.22-99		105867	1-800-GOT-JUNK	1/8/2020	6243252	148.00	825 DEVILS GLEN RD 19-0956 DEBRIS REMOVAL	
001-3003-454.23-06		105852	TALLGRASS BUSINESS RESOURCES	1/8/2020	5502977	26.66	POP-UP POST IT NOTE HOLDERS - ARSHAD	
001-3003-454.23-07		105751	ADVANTAGE ADVERTISING	1/8/2020	39423	147.45	POLO SHIRTS/SWEATSHIRT ARSHAD	
001-3006-416.13-03		105782	ENTERPRISE TOLLS	1/8/2020	7Q92VW	14.95	TOLLS PETERSEN INT'L MECH CODE CLASS	
001-3006-416.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119A	1,150.84	BANKCARD FEES INSPECTIONS	
001-3006-416.23-06		105852	TALLGRASS BUSINESS RESOURCES	1/8/2020	5503236	26.01	LAMINATING POUCHES	
001-3006-416.23-06		105852	TALLGRASS BUSINESS RESOURCES	1/8/2020	5503359	3.96	LETTER OPENERS BLDG DEPT	
Total for Fund			001	GENERAL FUND		1,526.71		
Department			Community Development					
206-3010-423.13-03		105757	ARTHUR J. GALLAGHER	1/8/2020	121019	-480.00	GRP CORRECTION NEEDED	
206-3010-423.13-03		105757	ARTHUR J. GALLAGHER	1/8/2020	121019	480.00	CORRECTING GRP #02759	
206-3010-423.13-03		105757	ARTHUR J. GALLAGHER	1/8/2020	121019	480.00	OSHA 10 HOUR SAFETY CLASS	
206-3010-423.23-07		105733	TERRY-DURIN COMPANY	12/19/2019	43399-00	492.00	handhole hooks	
Total for Fund			206	ROAD USE FUND		972.00		
Department			Community Development					
Total for Department			2,498.71					
001-3501-451.22-90		105786	FISHER LAWN CARE	1/8/2020	29769	60.00	MOWING VACANT DOWNTOWN LOT 10/7 & 10/28/19	

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Total for Fund			001 GENERAL FUND			60.00	
Department							
Total for Department						60.00	
001-4001-463.22-90		105848	STERLING CODIFIERS, INC.	1/8/2020	800074	500.00	HOSTING CODE ON INTERNET FEE 1/1/20 - 1/1/21
Total for Fund			001 GENERAL FUND			500.00	
Department			Legal				
Total for Department						500.00	
001-4101-460.13-02		105774	DISPATCH/ROCK ISLAND ARGUS	1/8/2020	111219	430.00	YEARLY SUBSCRIPTION ACCT #128-00309929
001-4101-460.13-04		105762	BI-STATE REGIONAL COMMISSION	1/8/2020	0010642	13.36	IOWA INTERGOV MTG 11/6/19 D. PLOEHN, CITY ADMNS
001-4101-460.23-06		105802	IMPERIAL	1/8/2020	288002:010035	112.20	COFFEE, CREAMER, SUGAR SUPPLIES CITY HALL & PD
001-4101-460.23-06		105802	IMPERIAL	1/8/2020	288002:010443	145.60	COFFEE, CREAMER, SUGAR SUPPLIES CITY HALL & PD
001-4101-460.23-08		105785	FEDEX	1/8/2020	6-871-40190	24.77	OVERNIGHT GOB DOCUMENTS TO AHLERS & COONEY
001-4101-460.23-08		105785	FEDEX	1/8/2020	6-879-46252	24.77	OVERNIGHT GOB DOCUMENTS TO AHLERS & COONEY
001-4102-461.22-14		105799	HY-VEE, INC. PW & AD	1/8/2020	57981A	35.74	PUBLISH ORD 25-19
001-4102-461.22-14		105832	QUAD CITY TIMES	1/8/2020	57848	735.80	PUBLISH CITY COUNCIL MTG MINUTES 11/19/19
001-4102-461.22-14		105832	QUAD CITY TIMES	1/8/2020	57979	37.62	PUBLISH ORDINANCE 24-19
001-4102-461.22-14		105832	QUAD CITY TIMES	1/8/2020	58412	13.52	PUBLISH PH NOT RE BIDS RE MANATT'S SITE IMPROVEM
001-4102-461.22-14		105832	QUAD CITY TIMES	1/8/2020	58630	304.20	PUBLISH CITY COUNCIL MTG MINUTES 12/3/19
001-4102-461.22-44		2000294	MERCHANT SERVICES	12/2/2019	11119D	55.30	BANKCARD FEES BUSINESS LICENSES
Total for Fund			001 GENERAL FUND			1,932.88	
Department			Administration				
Total for Department						1,932.88	
001-4201-466.13-05		105796	HENZE, AMY	1/8/2020	122919	721.63	TUTION REIMBURSEMENT AMY HENZE
001-4201-466.13-05		105842	SAMMON KALISSA	1/8/2020	122619	1,548.62	TUTION REIMBURSEMENT KALISSA SAMMON
001-4201-466.13-05		105851	SWEENEY, BROOKE	1/8/2020	122719	-832.50	GRP CORRECTION NEEDED BROOKE SWEENEY
001-4201-466.13-05		105851	SWEENEY, BROOKE	1/8/2020	122719	832.50	CORRECTING GRP #02759 BROOKE SWEENEY
001-4201-466.13-05		105851	SWEENEY, BROOKE	1/8/2020	122719	832.50	TUTION REIMBURSEMENT BROOKE SWEENEY
001-4201-466.22-13		105753	AIA CORPORATION	1/8/2020	DRA2544386	845.00	LOGO ITEMS

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-4201-466.22-13		105769	CHAMPS TROPHY	1/8/2020	2313	-6.50	GRP CORRECTION NEEDED ANDRESEN & LEVETZOW
001-4201-466.22-13		105769	CHAMPS TROPHY	1/8/2020	2313	6.50	CORRECTING GRP #02759 ANDRESEN & LEVETZOW
001-4201-466.22-13		105769	CHAMPS TROPHY	1/8/2020	2313	6.50	RETIREMENT PLATES FOR ANDRESEN & LEVETZOW
001-4202-460.23-03		105816	LOGO PRO, LLC	1/8/2020	13119	882.50	SWEATSHIRTS FOR SALE 50 SWEATSHIRTS
Total for Fund			001 GENERAL FUND			4,836.75	
Department							
Total for Department			4,836.75				
003-5050-480.70-74	DT0026	105710	LANE & WATERMAN LLP	12/18/2019	121819	380,581.72	PURCHASE OF ASCENTRA PROP 1710,1730,1738 GRANT
Total for Fund			003 DOWNTOWN IMPROVEMENTS			\$80,581.72	
Department			Capital Projects				
400-5050-480.22-90	PW0283	105801	IMEG CORP	1/8/2020	19001319.00-1	19,950.00	2019 NBIS BRIDGE INSPECTI ONS 5/1/19-10/27/19
400-5050-480.22-90	PW0481	105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD03576	165.00	DG BRIDGE APPROACH CYLINDERS, PROJ MNGR
400-5050-480.22-90	PW0484	105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD00483	207.50	2020 ALLEY REHAB CYLINDER PROJ MNGR
400-5050-480.22-90	PW0485	105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD00635	125.00	2019 ST RESURF CYLINDERS, PROJ MNGR
400-5050-480.22-99	PW0451	105858	TRI CITY BLACKTOP, INC.	1/8/2020	121619	7,948.62	PE#5 FINAL MIDDLE RD & FG WIDENING
400-5050-480.22-99	PW0484	105858	TRI CITY BLACKTOP, INC.	1/8/2020	3	65,341.76	PE#3 FY20 ALLEY REHAB 11/5/19-12/3/19
400-5050-480.23-04	2CD009	105821	MOBOTREX, INC.	1/8/2020	239596	3,826.00	TRAFFIC CONTROLLER
400-5050-480.23-07	2CD009	105821	MOBOTREX, INC.	1/8/2020	239455	90.00	PUSH BUTTON BRACKET
400-5050-480.23-07	2CD009	105821	MOBOTREX, INC.	1/8/2020	239456	210.00	CAMERA BRACKET
400-5050-480.23-07	2CD009	105821	MOBOTREX, INC.	1/8/2020	239730	3,850.00	PREEMPTION HEADS
400-5050-480.23-07	REC055	105859	TRI-CITY ELECTRIC CO	1/8/2020	229422	262.00	CAMERA FOR FROZEN LANDING
400-5050-480.70-34	PW0476	105714	GLENDALE MOBILE HOME PARK	12/19/2019	121919	119,700.00	GLENDALE MOBILE HOME PARK NO BUILD EASEMENT S
Total for Fund			400 CAPITAL PROJECTS			221,675.88	
Department			Capital Projects				
520-5050-499.22-90	SW0091	105818	MCCLURE ENGINEERING CO	1/8/2020	126634	82,412.42	PE#9 SANITARY SEWER EVAL 11/1/19-11/30/19
Total for Fund			520 SEWER UTILITY			82,412.42	
Department			Capital Projects				
580-5050-499.22-90	SM0123	105854	TERRACON CONSULTANTS, INC.	1/8/2020	TD00608	237.50	2019 INTAKE REPAIR CYLINDERS, PROJ MNGR

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580-5050-499.22-99	SM0094	105825	N.J. MILLER INC.	1/8/2020	2	9,476.25	PE#2 FINAL UPDATE POST RD RECONSTR
			Total for Fund	580	STORM WATER UTILITY	9,713.75	
			Department	Capital Projects			
						Total for Department	694,383.77
						Grand Total	1,996,902.07

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ACCT #	Project PROJ #	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-2001-494.11-21		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419A	6,438.91	QCWCC SALES/MARKETING SALARY /BENEFITS
590-2001-494.11-21		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419D	6,913.26	QCWCC FINANCE SALARY/BENE FITS
590-2001-494.11-21		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419F	4,910.01	QCWCC FACILITIE/MAINTENAN CE SALARY/WAGES/BENEFITS
590-2001-494.11-21		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419M	36,643.71	QCWCC F&B SALARY/WAGES/BE NEFITS
590-2001-494.21-01		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419H	1,090.17	QCWCC REPAIR & MAINTENANC E
590-2001-494.21-01		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419O	410.65	QCWCC REPAIRS AND MAINTENANCE
590-2001-494.21-09		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419I	234.63	QCWCC MEDIACOM NOVEMBER
590-2001-494.21-12		3101	IOWA AMERICAN WATER COMPANY	1/8/2020	779052DEC19	130.80	QCWCC FIRE HYDRANT
590-2001-494.22-08		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419	7,721.55	QCWCC INSURANCE PREMIUMS NOVEMBER
590-2001-494.22-15		3100	CONFERENCE TECHNOLOGIES, INC.	1/8/2020	INV035180	1,048.00	QCWCC EQUIPMENT RENTAL
590-2001-494.22-90		3098	REPUBLIC SERVICES #400	12/31/2019	0400-001969360	1,285.92	QCWCC- DUMPSTER SERVICE NOV,DEC,JAN
590-2001-494.22-90		3103	ROCHESTER ARMORED CAR CO., INC.	1/8/2020	658053	21.66	QCWCC COURIER SERVICE`
590-2001-494.22-99		3099	CINTAS LOC 23M	1/8/2020	4036717354	1,164.50	QCWCC LINENS
590-2001-494.22-99		3099	CINTAS LOC 23M	1/8/2020	4037302496	1,733.66	QCWCC LINENS
590-2001-494.22-99		3099	CINTAS LOC 23M	1/8/2020	4037904431	1,348.11	QCWCC LINENS
590-2001-494.22-99		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419C	375.00	QCWCC CONTRACT SERVICES
590-2001-494.22-99		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419J	860.15	QCWCC CONTRACT SERVICES
590-2001-494.22-99		3104	THE GREEN THUMBERS	1/8/2020	1-513787	305.00	QCWCC PLANT SERVICE DEC19
590-2001-494.23-06		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419E	52.47	QCWCC SHARED TECHNOLOGIES
590-2001-494.23-07		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419G	67.47	QCWCC SUPPLIES
590-2001-494.23-07		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419N	3,578.86	QCWCC SUPPLIES GENERAL/OF FICE
590-2001-494.23-28		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419K	38,925.71	QCWCC FOOD INVOICES
590-2001-494.23-29		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419L	9,482.45	QCWCC BEVERAGE INVOICES
590-2001-494.23-55		3102	ISLE OF CAPRI BETTENDORF, L.C.	1/8/2020	122419B	1,023.26	QCWCC FEES AND LICENSES
Total for Fund			590 QC WATERFRONT CONVENTION			125,765.91	
Department							
Total for Department						125,765.91	
Grand Total						125,765.91	