



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

MONDAY, FEBRUARY 3, 2020

5:00 PM

AGENDA

I. OPERATIONAL ITEMS

- Public Hearing and Resolution regarding the sale of 1710 Grant Street and 431 17th Street to Mohr Holdings, LLC – Economic Development Director Jeff Reiter **(See Items to Appear 7 & 8)**

II. CONSENT AGENDA ITEMS

III. PRESENTATION

- Target Updates – Department Heads

IV. 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, FEBRUARY 4, 2020
7:00 P.M.**

AGENDA

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** – Given by Bettendorf Police Chaplain and Pastor of Our Lady of Lourdes Catholic Church, Father Jason Crossen
- 4. PUBLIC REQUESTS OF COUNCIL**
- 5. PUBLIC HEARING**

Regarding the 2020 Street Resurfacing Program
- 6. RESOLUTION**

Council Member Sechser to present a resolution approving the plans, specifications and form of contract for the 2020 Street Resurfacing Program
- 7. PUBLIC HEARING**

Regarding the sale of property at 1710 Grant Street and 431 17th Street to Mohr Holdings, LLC
- 8. RESOLUTION**

Council Member Baden to present a resolution approving the sale of property at 1710 Grant Street and 431 17th Street to Mohr Holdings, LLC
- 9. ORDINANCE**

Council Member Naumann to present the third and final reading of an ordinance amending Ordinance 16-18 pursuant to the terms of the Development Agreement with CDCQC, LLC
- 10. RESOLUTION**

Council Member Webster to present a resolution authorizing the Fire Chief to submit a SAFER grant application for six new fire personnel

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.

- 11. PRESENTATION OF CONSENT AGENDA ITEMS B, C, D AND E – Jason Schadt, Finance Director and Elizabeth Bergman of Baker Tilly**
- 12. CONSENT AGENDA**
- 13. ADJOURN**

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.

**CONSENT AGENDA
FEBRUARY 4, 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 January 21, 2020. (Approve and Adopt)
- B. Resolution directing the acceptance of a proposal to purchase Sewer Revenue Capital Loan Notes. (Approve and Adopt)
- C. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020 of the City of Bettendorf, State of Iowa, under provisions of the Code of Iowa, and providing for a method of payment of the Notes. (Approve and Adopt)
- D. Resolution directing the acceptance of a proposal to purchase Storm Water Revenue Capital Loan Notes. (Approve and Adopt)
- E. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$2,030,000 Storm Water Revenue Capital Loan Notes, Series 2020 of the City of Bettendorf, State of Iowa, under provisions of the Code of Iowa, and providing for a method of payment of the Notes. (Approve and Adopt)
- F. Resolution setting the date for a public hearing and directing the advertising of bids for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road. (Approve and Adopt)
- G. Resolution setting the date for a public hearing and directing the advertising of bids for the 18th Street Reconstruction Project from Central Avenue to Lincoln Road. (Approve and Adopt)
- H. Resolution awarding the contract and approving the contract and bond for the Manatt's Site Improvements City Storm Sewer Project. (Approve and Adopt)
- I. Resolution accepting improvements for the Crow Creek Road Reconstruction Project from Davis Street to Devils Glen Road. (Approve and Adopt)
- J. Resolution accepting improvements for the 2019 Street Resurfacing Program. (Approve and Adopt)
- K. Resolution ordering the installation of street lights in the Cottage Grove 3rd Addition. (Approve and Adopt)
- L. Resolution appointing Joe Adam to the City of Bettendorf Planning & Zoning Commission. (Approve and Adopt)

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.

- M. Resolution setting a date for a public hearing to approve the specifications and form of contract for the Flood Grant Buyout Project (Project F19-S443 – 2019 HMGP Bettendorf Acquisition). (Approve and Adopt)
- N. Resolution approving the job description and recruitment process for the Community Development Director position. (Approve and Adopt)
- O. Resolution approving the job description and recruitment process for the FEMA Flood Buyout Coordinator position in the Community Development Department. (Approve and Adopt)
- P. Resolution authorizing the purchase of one (1) 2020 Ford Super Duty F-350 not to exceed \$36,766. (Approve and Adopt)
- Q. Resolution approving the purchase of eight (8) in-vehicle camera/recording systems and three (3) camera/recording systems for interview rooms for the Police Department and services/materials to complete the installation of the above systems. (Approve and Adopt)
- R. Resolution approving a liquor license renewal for Dollar General Store #1797; Dollar General Store #10776; Hop N Shop Mart; Fareway Stores #44; and QC Mart (Central Avenue location); and a new liquor license for D’Lua Fusion Cuisine & Bar. (Approve and Adopt)
- S. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: February 4, 2020

REQUESTED BY: Jerry Bishop
Civil Engineer

WARD: All

Item Title:

Public hearing for the 2020 Street Resurfacing Program.

Resolution approving the plans, specifications and form of contract for the 2020 Street Resurfacing Program.

Explanation:

The proposed improvements consist of pavement scarification (milling) and resurfacing various streets, and or other City facilities with Hot Mix Asphalt (HMA), full depth concrete patching, constructing handicap accessible ramps and other related work within the City of Bettendorf, Iowa.

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

Plans and Specifications (on file in the office of the City Engineer)

List of Streets to be Resurfaced

RESOLUTION NO. _____-20

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT
FOR THE 2020 STREET RESURFACING PROGRAM

WHEREAS, plans, specifications, notice to bidders and form of contract are on file in the office of the City Engineer for construction of certain improvements to the street system of said city; namely the

2020 Street Resurfacing Program

WHEREAS, notice of hearing on the specifications, and form of contract was published as required by law, and

WHEREAS, a public hearing on the plans, specifications, and form of contract was held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa, at 7:00 o'clock p.m. on the 4th day of February, 2020,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the plans, specifications, and form of contract be approved and adopted as the plans, specifications, and form of contract for said improvements.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

2020 Street Resurfacing Program List

Location	From	To	Ward
Corral Court	Belmont Road	End Of Cul-de-sac	5
Highland Park Dr.	14th Street	West to end	1
Wildwood Trail	Lincoln Road	North to end	1
Camden Drive	Stafford Blvd.	29th Street	3
Hillcrest Ave.	Olympia	Spruce Hills Drive	2
Sunset Circle	19th Street	East around Circle	1



COUNCIL LETTER

MEETING DATE: February 4, 2020

REQUESTED BY: Jeff Reiter

ITEM TITLE: Resolution approving the sale of property at 1710 Grant Street and 431 – 17th Street to Mohr Holdings, LLC.

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, the City of Bettendorf issued an RFP over the summer, with a bid opening occurring on October 3, 2019. One bid was received from Mohr Holdings, LLC, which contemplated the sale of the property for the purposes of constructing a new restaurant, with casual dining and nice amenities, including an outdoor patio and a rooftop component. After further negotiations with the prospective buyer, mutually agreed upon terms were reached, and staff wishes to execute a sale of certain property to the buyer. As part of the redevelopment of this property, the City will retain and re-plat two parcels on the corner of 18th Street and Grant Street, for the purpose of constructing free public parking to service Downtown.

At this time, staff requests a Resolution approving the sale of property at 1710 Grant Street and 431 – 17th Street to Mohr Holdings, LLC, and authorization to execute the sale proceedings associated with this project

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

List Attachments:

- Resolution; Exhibit A

**RESOLUTION APPROVING THE SALE OF PROPERTY AT
1710 GRANT STREET AND 431 – 17TH STREET TO MOHR HOLDINGS, LLC.**

WHEREAS, the City of Bettendorf has targeted the former site of Ascentra Credit Union in Downtown Bettendorf for redevelopment, and

WHEREAS, the block between 17th Street and 18th Street, north of Grant Street is the property area that has been identified, and

WHEREAS, Mohr Holdings, LLC (the developer) responded to an RFP issued by the City of Bettendorf with a redevelopment plan for the area emphasizing a highly desirable restaurant amenity, and

WHEREAS, the developer and the City of Bettendorf negotiated mutually agreeable terms for the purpose of executing a sale of certain property to the developer, in order to construct the new restaurant amenity, and

WHEREAS, the City of Bettendorf will retain certain property at the corner of 18th and Grant Streets for the purpose of constructing free public parking to service the community needs.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bettendorf, Iowa hereby approves the sale of property at 1710 Grant Street and 431 – 17th Street to Mohr Holdings, LLC, on the terms set on Exhibit A, and further authorizes staff to draft requisite documents associated with this project, and further authorizes the Mayor to execute such documents.

PASSED, APPROVED AND ADOPTED this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Exhibit A

- Upon completion of the replatting of the parcels addressed as 1710 Grant Street, 1730 Grant Street, 1738 Grant Street, the City of Bettendorf agrees to sell the property at 1710 Grant Street and 431 - 17th Street will to Mohr Holdings, LLC for the sum price of \$475,000.00
- The City of Bettendorf will sell the property As-Is
- No incentives will be contemplated as part of this agreement
- All renovation expenses associated with the project will be at the sole expense of Mohr Holdings, LLC
- Strict adherence to the City of Bettendorf's Downtown Master Plan and the buyer's concept plans and intended use as a dining amenity, will be required as a term of the agreement
- Timeline for completion of the anticipated redevelopment will be notated in the agreement, with the anticipated end use being open for business within one year from the sale of the property
- The buyer will be responsible for all necessary permits, applications and licenses associated with this project
- Such other terms and conditions customary in an arms-length real estate transaction will apply



COUNCIL LETTER

MEETING DATE: December 17, 2019

REQUESTED BY: Jeff Reiter

ITEM TITLE: Resolution setting the date of January 7, 2020 for a Public Hearing 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 set a Public Hearing date of January 7, 2020, to 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:

Funds will be generated and issued in the form of a TIF rebate.

List Attachments:

- Development Agreement
- Resolution
- Amended TIF Ordinance Draft

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 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" 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 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 ____ day of _____, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



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.

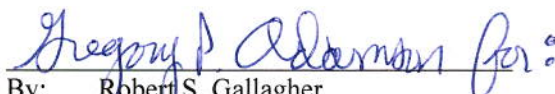
Section 13. Additional Property Purchase Contingency.

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

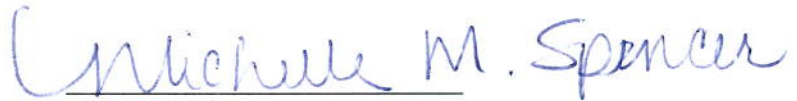
CERTIFICATION BY ASSESSOR

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 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.

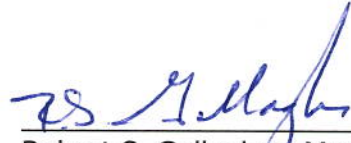
Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective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

Section 6. All ordinances or parts of 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.

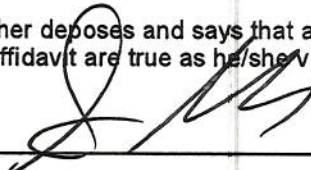
COPY

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

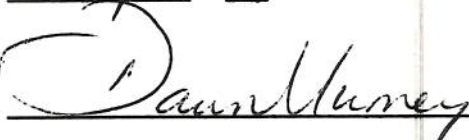
PUBLISHED ON: 07/11/2018

TOTAL AD COST: 88.64

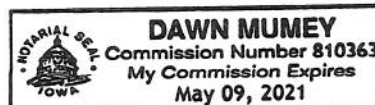
FILED ON: 7/11/2018

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

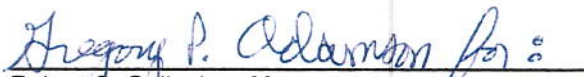
WHEREAS, CDCQC, LLC. has approached the City of Bettendorf with a plan to completely redevelop the corridor with a new hotel product, and additional mixed uses to support new economic growth, and

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



MEETING DATE: February 4, 2020

REQUESTED BY: Steve Knorrek

COUNCIL LETTER

ITEM TITLE: Resolution authorizing the fire chief to submit a SAFER Grant Application for six new fire personnel.

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

During Goal Setting, the number one priority for the City Council was to look at fire department and medical response staffing for the Surrey Heights Fire Station to provide additional coverage for the northeast portion of our city. In response to that goal, we have requested additional personnel in this year's budget and would like to simultaneously apply for a SAFER grant to help fund this personnel request.

The Staffing for Adequate Fire and Emergency Response Grant (SAFER) was designed to assist local fire departments by increasing the number of 'front line firefighters' available in their communities, thus protecting citizens and firefighters against the effects of fire-related incidents.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response, and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

In past years, SAFER grant notice of funding opportunity has been posted in mid-February with applications due by mid-March.

The hiring of six career firefighters would assign two additional firefighters per shift, staffing the Surrey Height Fire Station 24/7, 365 days/year, with career firefighters.

Between the hours of 0700-1900, the staff assigned to the Surrey Heights Fire Station, in a light rescue vehicle, would provide initial response to medical emergencies and secondary response to structure fires in the northeast area of Bettendorf. The Resident Volunteer Program would continue at the station to provide volunteer personnel from 1900-0700 in addition to the two 24-hour career personnel assigned to the station each day. The Insurance Services Office (ISO) rating would also positively recognize the increase in career staffing.

The grant would be for a three-year period. The Federal portion of the costs of hiring new firefighters under this program may not exceed 75 percent of the actual costs incurred in each of the first and second years of this grant, and 35 percent of the actual costs incurred in the third year of this grant.

The purpose of this council letter is to meet the grant requirement of insuring that City Council authorize the submission of a SAFER grant application and the commitment of financial support through cost sharing with the federal government. The decision to commit to the grant would be made only if the Department of Homeland Security approved the grant.

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

List Attachments:
Resolution

RESOLUTION NO. ____-20

**RESOLUTION AUTHORIZING THE FIRE CHIEF TO SUBMIT A SAFER
GRANT APPLICATION FOR SIX NEW FIRE PERSONNEL**

WHEREAS, the Staffing for Adequate Fire and Emergency Response Grant (SAFER) is designed to assist local fire departments with staffing and deployment capabilities; and

WHEREAS, the Fire Chief desires to submit a SAFER grant to pursue six career firefighter positions; and

WHEREAS, the Federal portion of the costs of hiring new firefighters under this program may not exceed 75 percent of the actual costs incurred in each of the first and second years of this grant, and 35 percent of the actual costs incurred in the third year of this grant.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the City Council authorizes the Fire Chief to submit a SAFER grant application for six (6) career firefighter positions.

Passed, Approved, and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

JANUARY 21, 2020

The City Council of Bettendorf, Iowa met in regular session on January 21, 2020 at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

Council Members Present: Adamson (telephonically), Connors, Naumann, Sechser, Baden, Webster

Council Members Absent: Brown

Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with an introduction of Boy Scouts Pack 129 that meet at Pleasant View Elementary School, Troop 89 that meet at Bettendorf Presbyterian Church, and Troop 24 that meet at St. John Vianney Catholic Church, and asked them to join him in the Pledge of Allegiance followed with an Invocation given by Michelle Spencer.

PROCLAMATION

Mayor Gallagher read a proclamation requested by Justin Scott of American Atheists, Inc. proclaiming January 16, 2020 as Religious Freedom Day in the Bettendorf community. Cassandra Erwin, Jeremy Creek, Anna Creek and Katherine Williams were on hand to receive the proclamation.

PUBLIC REQUESTS OF COUNCIL

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

ORDINANCE

Council Member Naumann presented the second reading of an ordinance amending Ordinance 16-18 pursuant to the terms of the Development Agreement with CDCQC, LLC, and made a motion to approve the ordinance at its second reading as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed 6-0.

CONSENT AGENDA

Council Member Webster made a motion to approve the Consent Agenda as presented and Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion on the Consent Agenda. Council Member Naumann questioned staff on Item F and Economic Development Director Jeff Reiter responded. Roll call vote indicated Baden (aye); Webster (aye); Adamson (aye); Connors (aye); Naumann (aye); and Sechser (aye). The motion passed 6-0.

SUPPLEMENTAL

Mayor Gallagher requested an update from Public Works Director Brian Schmidt on our recent snow event. Public Works Director Schmidt responded accordingly. Mr. Schmidt explained the process of plowing and asked the community to please park in your driveway if possible, so the plows can clear the roads the best they can. He further stated if anyone has questions for Public Works Operations, please call 563-344-4088.

ADJOURNMENT

There being no further business, Council Member Naumann made a motion to adjourn and Council Member Webster seconded the motion. The meeting was adjourned at approximately 7:20 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CONSENT AGENDA
JANUARY 21, 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 January 7, 2020. (Approve and Adopt)
- B. Resolution setting the date for a public hearing and directing the advertising of bids for the 2020 Street Resurfacing Program. (Approve and Adopt)
- C. Resolution awarding the contract and approving the contract and bond for the Palmer Hills Golf Course Putting Course Improvements. (Approve and Adopt)
- D. Resolution accepting improvements for the City Hall Parking Lot Resurfacing Project. (Approve and Adopt)
- E. Resolution reapproving the final plat of DT Bettendorf First Addition, submitted by Kevin Koellner (Case 19-078). (Approve and Adopt)
- F. Resolution setting the date for a public hearing for the sale of property at 1710 Grant Street and 431 17th Street to Mohr Holdings, LLC. (Approve and Adopt)
- G. Resolution approving the recruitment process for the Police Officer position with the Police Department. (Approve and Adopt)
- H. Resolution approving a liquor license renewal for Lot-A-Spirits; Tobacco 4 Less; Big 10 Mart #69; State Food Mart; and Azteca III. (Approve and Adopt)
- I. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: February 4, 2020

COUNCIL LETTER

REQUESTED BY: Schadt

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

- Resolution directing the acceptance of a proposal to purchase Sewer Revenue Capital Loan Notes.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020 of the City of Bettendorf, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes.
- Approval of the Tax Exemption Certificate, Original Note, Purchase Agreement and Loan Agreement, Delivery Certificate, Transcript Certificate and Form 8038-G – Information Return for Tax-Exempt Governmental Obligations for the City of Bettendorf's \$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020.
- Resolution directing the acceptance of a proposal to purchase Storm Water Revenue Capital Loan Notes.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$2,030,000 Storm Water Revenue Capital Loan Notes, Series 2020 of the City of Bettendorf, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes.
- Approval of the Tax Exemption Certificate, Original Note, Purchase Agreement and Loan Agreement, Delivery Certificate, Transcript Certificate and Form 8038-G – Information Return for Tax-Exempt Governmental Obligations for the City of Bettendorf's \$2,030,000 Storm Water Revenue Capital Loan Notes, Series 2020.

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

On December 17, 2019 public hearings were held to authorize the issuance of two Revenue Capital Loan Notes: \$2,030,000 of Sewer Revenue Capital Loan Notes, Series 2020 for the financing of various Sewer Improvements, and \$2,030,000 of Storm Water Revenue Capital Loan Notes, Series 2020 for the financing of various Storm Water Improvements, identified in the City's Capital Improvement Plan.

At the Council meeting on February 4th, Elizabeth Bergman of BakerTilly will review the proposals received for each of the Loans. Staff is recommending that Council adopt resolutions directing the acceptance of the proposal from Cedar Rapids Bank and Trust for the Sewer Notes at 3.85% interest and the proposal from Sauk Valley Bank and Trust for the Storm Water Notes at 3.45% interest. The blended interest cost of the two notes is 3.65%, significantly below the 3.80% we anticipated. Both notes have a 19 year maturity and the annual principal and interest payments fell within budgeted amounts.

Also at the February 4th Council Meeting, Council action will be taken approving the final terms of the Loan Agreements, along with approving the attached final loan documents: Tax Exemption Certificate, Original Note, Purchase Agreement and Loan Agreement, Delivery Certificate, Transcript Certificate and Form 8038-G – Information Return for Tax-Exempt Governmental Obligations. Closing on the loans and receipt of proceeds is scheduled for the week of February 16th.

BUDGET CONSIDERATION:

The Revenue Capital Loan Notes are the first obligations issued and secured by the Net Revenues of the City's Sewer and Storm Water Utilities. Interest and Principal payments due on these Notes have been properly included in the budget, and user fees are available for the full payment.

ATTACHMENTS:

- Resolutions prepared by Ahlers & Cooney, P.C.
- Final Loan Schedules, prepared by BakerTilly for each of the Notes

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Sewer Revenue Capital Loan Notes

- Resolution Directing the Acceptance of a Proposal to Purchase Sewer Revenue Capital Loan Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 4, 2020

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE SEWER REVENUE CAPITAL LOAN NOTES" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE SEWER REVENUE CAPITAL
LOAN NOTES

WHEREAS, the City of Bettendorf, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$2,030,000 as authorized by Sections 384.24A and 384.83, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of Cedar Rapids Bank & Trust of Cedar Rapids, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated January 16, 2020.

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

Section 1. That this City Council does hereby accept the attached proposal of Cedar Rapids Bank & Trust of Cedar Rapids, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 4th day of February, 2020.

Mayor

ATTEST:

City Clerk

(Attach Copy of Terms of Proposal)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

\$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020

- Approval of Tax Exemption Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 4, 2020

The City Council of the City of Bettendorf, State of Iowa, met in regular session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Council Member _____ seconded the motion and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,030,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF BETTENDORF, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,030,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF BETTENDORF, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES

WHEREAS, the City Council of the City of Bettendorf, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Sewer Utility, sometimes hereinafter referred to as the "System", and the Net Revenues are available for

the payment of Sewer Revenue Capital Loan Notes, Series 2020, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Series 2020, to the extent of \$2,030,000, for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan Agreement be approved and authorized; and

WHEREAS, the Original Purchaser of the current issue of Notes also purchased and holds the Outstanding Obligations and has waived any requirement in the resolution authorizing the Outstanding Obligations to obtain a "parity certificate" from an independent auditor, and hereby consents to the current issue on an equal parity to the Outstanding Obligations; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$2,500,000 Sewer Revenue Notes, Series 2020, has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of \$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IN THE COUNTY OF SCOTT, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Obligations" shall mean any sewer revenue notes or bonds issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.

- "Issuer" and "City" shall mean the City of Bettendorf, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- "Notes" shall mean \$2,030,000 Sewer Revenue Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean the purchaser of the Notes from Issuer at the time of their original issuance.
- "Outstanding Obligations" shall mean the Sewer Revenue Capital Loan Notes, Series 2016, and Sewer Revenue Capital Loan Notes, Series 2017, issued in accordance with the Prior Note Resolutions, which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System.
- "Parity Obligations" shall mean sewer revenue notes, bonds or other obligations payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution.
- "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.
- "Prior Note Resolution(s)" shall mean the resolutions of the City Council adopted on February 16, 2016, authorizing the issuance of the Sewer Revenue Capital Loan Notes, Series 2016A and November 21, 2017, authorizing the issuance of the Sewer Revenue Capital Loan Notes, Series 2017.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Registrar" shall mean the City Clerk of Bettendorf, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "System" shall mean the Municipal Sewer Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148 (a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83, of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Bettendorf, in the County of Scott, State of Iowa, in the aggregate amount of \$2,030,000, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including sewer utility components of joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, with related project costs.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Series 2020, of the City in the amount of \$2,030,000, shall be issued to evidence the obligations of the Issuer under the

Loan Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "\$2,030,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020", be dated February 19, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, such interest payable on June 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rate of 3.85% per annum.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. Principal shall mature and bear interest in accordance with the debt service schedule attached hereto.

Section 6. Redemption.

(a) Optional. Principal may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Forty five (45) days' written notice of redemption shall be given to the registered owner of the Note. Failure to give such notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Clerk is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon

surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held

to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Notes, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Notes to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered Noteholder.

Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF SCOTT"
"CITY OF BETTENDORF"
"SEWER REVENUE CAPITAL LOAN NOTE"
"SERIES 2020"

Rate: 3.85%
Final Maturity Date: June 1, 2038
Note Date: February 19, 2020
"Registered"
Note No. 1
Principal Amount: \$2,030,000

The City of Bettendorf, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CEDAR RAPIDS BANK & TRUST
TAX ID: _____

or registered assigns, the principal sum of TWO MILLION THIRTY THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with principal and interest from the date hereof until paid at the rate per annum specified above, payable in accordance with the debt service schedule attached hereto.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Sewer Utility, including sewer utility components of joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, with related project costs, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Principal may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Forty five (45) days' written notice of redemption shall be given to the registered owner of the Note. Failure to give such notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Municipal Sewer Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Outstanding Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile

signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Bettendorf, Iowa.

Date of Authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk

CITY CLERK, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF BETTENDORF, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Assignment Block)

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this _____ day of _____, 2020.

SIGNATURE
GUARANTEED

)
)

(Person(s) executing this Assignment sign(s)
here)

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

* If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED
THOUGH NOT IN THE ABOVE LIST

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be applied as follows:

- ◆ An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Notes.
- ◆ The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance.

The Project Fund shall be invested in accordance with Section 17 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Notes and Parity Notes and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

(a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

(b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

(c) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

(d) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution,

to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019 as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

(c) Insurance. The Issuer shall maintain insurance for the benefit of the bondholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually and reported upon not later than 365 days after the end of each Fiscal Year by an Independent Auditor and will provide copies of the audit report to the holders of any of the Notes and Parity Obligations upon request. The holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

(e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund and used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund or Reserve Fund.

(g) Fidelity Note. The Issuer shall maintain fidelity note coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Notes upon request.

Section 19. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the Net Revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of refunding any outstanding Notes, Parity Obligations or general obligation notes or making extensions, additions, improvements or replacements to the System, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the City Clerk, a statement of an Independent Auditor, independent financial advisor or a consulting engineer, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Obligations for both principal of and interest on all Notes and Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor, independent

financial advisor or a consulting engineer, not a regular employee of the Issuer, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

(ii) the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of Additional Obligations.

Section 21. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of such statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes

and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 22. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 23. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that

may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 24. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 25. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

- (a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;
- (b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;
- (c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;
- (d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or
- (e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 26. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the

account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity of interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned

such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 27. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 28. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

ADOPTED AND APPROVED this 4th day of February, 2020.

Mayor

ATTEST:

City Clerk

Attachment:
2020 Sewer Debt Service Schedule

\$2,030,000**City of Bettendorf, Iowa**

Sewer Revenue Capital Loan Notes, Series 2020

Cedar Rapids Bank & Trust Company

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2020	125,000.00	3.850%	22,143.92	147,143.92	147,143.92
12/01/2020	-	-	36,671.25	36,671.25	-
06/01/2021	75,000.00	3.850%	36,671.25	111,671.25	148,342.50
12/01/2021	-	-	35,227.50	35,227.50	-
06/01/2022	80,000.00	3.850%	35,227.50	115,227.50	150,455.00
12/01/2022	-	-	33,687.50	33,687.50	-
06/01/2023	80,000.00	3.850%	33,687.50	113,687.50	147,375.00
12/01/2023	-	-	32,147.50	32,147.50	-
06/01/2024	85,000.00	3.850%	32,147.50	117,147.50	149,295.00
12/01/2024	-	-	30,511.25	30,511.25	-
06/01/2025	85,000.00	3.850%	30,511.25	115,511.25	146,022.50
12/01/2025	-	-	28,875.00	28,875.00	-
06/01/2026	90,000.00	3.850%	28,875.00	118,875.00	147,750.00
12/01/2026	-	-	27,142.50	27,142.50	-
06/01/2027	95,000.00	3.850%	27,142.50	122,142.50	149,285.00
12/01/2027	-	-	25,313.75	25,313.75	-
06/01/2028	100,000.00	3.850%	25,313.75	125,313.75	150,627.50
12/01/2028	-	-	23,388.75	23,388.75	-
06/01/2029	100,000.00	3.850%	23,388.75	123,388.75	146,777.50
12/01/2029	-	-	21,463.75	21,463.75	-
06/01/2030	105,000.00	3.850%	21,463.75	126,463.75	147,927.50
12/01/2030	-	-	19,442.50	19,442.50	-
06/01/2031	110,000.00	3.850%	19,442.50	129,442.50	148,885.00
12/01/2031	-	-	17,325.00	17,325.00	-
06/01/2032	115,000.00	3.850%	17,325.00	132,325.00	149,650.00
12/01/2032	-	-	15,111.25	15,111.25	-
06/01/2033	120,000.00	3.850%	15,111.25	135,111.25	150,222.50
12/01/2033	-	-	12,801.25	12,801.25	-
06/01/2034	125,000.00	3.850%	12,801.25	137,801.25	150,602.50
12/01/2034	-	-	10,395.00	10,395.00	-
06/01/2035	125,000.00	3.850%	10,395.00	135,395.00	145,790.00
12/01/2035	-	-	7,988.75	7,988.75	-
06/01/2036	130,000.00	3.850%	7,988.75	137,988.75	145,977.50
12/01/2036	-	-	5,486.25	5,486.25	-
06/01/2037	140,000.00	3.850%	5,486.25	145,486.25	150,972.50
12/01/2037	-	-	2,791.25	2,791.25	-
06/01/2038	145,000.00	3.850%	2,791.25	147,791.25	150,582.50
Total	\$2,030,000.00	-	\$793,683.92	\$2,823,683.92	-

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Storm Water Revenue Capital Loan Notes

- Resolution Directing the Acceptance of a Proposal to Purchase Storm Water Revenue Capital Loan Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 4, 2020

The City Council of the City of Bettendorf, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE STORM WATER REVENUE CAPITAL LOAN NOTES" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE STORM WATER REVENUE
CAPITAL LOAN NOTES

WHEREAS, the City of Bettendorf, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$2,030,000 as authorized by Sections 384.24A and 384.84A, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of Sauk Valley Bank & Trust Company of Sterling, Illinois; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated January 16, 2020.

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

Section 1. That this City Council does hereby accept the attached proposal of Sauk Valley Bank & Trust Company of Sterling, Illinois, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 4th day of February, 2020.

Mayor

ATTEST:

City Clerk

(Attach Copy of Terms of Proposal)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Bettendorf, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

\$2,030,000 Storm Water Revenue Capital Loan Notes, Series 2020

- Approval of Tax Exemption Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 4, 2020

The City Council of the City of Bettendorf, State of Iowa, met in regular session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert S. Gallagher, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,030,000 STORM WATER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF BETTENDORF, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$2,030,000 STORM WATER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF BETTENDORF, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES

WHEREAS, the City Council of the City of Bettendorf, State of Iowa, sometimes hereinafter referred to as the "Issuer", pursuant to the Iowa Code and the Ordinance has heretofore established the Storm Water Utility, sometimes herein referred to as the "System," and has imposed necessary charges and rates for services which are and will continue to be collected as System revenues, and the revenues are available for the payment of Storm Water Revenue Capital Loan Notes, Series 2020 subject to the following premises; and

WHEREAS, Issuer proposes to issue its Storm Water Revenue Capital Loan Notes to the extent of \$2,030,000 for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and

WHEREAS, there have been heretofore issued certain Storm Water Revenue Bonds, Notes or other obligations, part of which remain outstanding and are a lien on the Net Revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolution authorizing the issuance of the Outstanding Obligations it is provided that Additional Obligations may be issued on a parity with the

Outstanding Obligations, for the costs of future improvements and extensions to the System or refunding outstanding obligations, provided that there has been procured and placed on file with the Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations; and

WHEREAS, a statement of Baker Tilly Municipal Advisors LLC, an independent municipal advisor not in the regular employ of Issuer, has been placed on file in the office of the Clerk, showing the conditions and limitations of the Prior Bond Resolutions with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Obligations ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$2,500,000 Storm Water Revenue Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of \$2,030,000 Storm Water Revenue Capital Loan Notes; Series 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IN THE COUNTY OF SCOTT, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ☐ "Additional Obligations" shall mean any Storm Water Revenue bonds or notes issued on a parity with the Notes in accordance with the provisions of this Resolution.
- ☐ "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- ☐ "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Obligations while the same remain outstanding.
- ☐ "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- ☐ "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- ☐ "Issuer" and "City" shall mean the City of Bettendorf, State of Iowa.

☐ "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

☐ "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

☐ "Notes" shall mean \$2,030,000 Storm Water Revenue Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.

☐ "Ordinance" shall mean Ordinance No. 24-03 establishing Article IV of Chapter 31 Municipal Code of the City, creating the Storm Water Utility, and Ordinance 03-17 imposing rates and charges for the Storm Water Utility, each of which may be amended from time to time.

☐ "Original Purchaser" shall mean the purchaser of the Notes from Issuer at the time of their original issuance.

☐ "Outstanding Obligations" shall mean the Storm Water Revenue Capital Loan Notes, Series 2016B and Storm Water Revenue Capital Loan Notes, Series 2017, issued in accordance with the Prior Note Resolutions, which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System.

☐ "Parity Obligations" shall mean Storm Water Revenue bonds or notes payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution.

☐ "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

☐ "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.

☐ "Prior Note Resolution(s)" shall mean the resolution of the City Council adopted on February 16, 2016, authorizing the issuance of the Storm Water Revenue Capital Loan

Notes, Series 2016B and November 21, 2017, authorizing the issuance of the Storm Water Revenue Capital Loan Notes, Series 2017.

- ☐ "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- ☐ "Registrar" shall mean the City Clerk of Bettendorf, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ☐ "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- ☐ "System" shall mean the Storm Water Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- ☐ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- ☐ "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- ☐ "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.84A of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, fully registered Storm Water Revenue Capital Loan Notes of the City, in the County of Scott, State of Iowa, Series 2020, in the aggregate amount of \$2,030,000 for the purpose of paying costs of improvements and extensions to the Municipal Storm Water Utility, including bank stabilization projects, intake, lining, and tiling, with related project costs.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Storm Water Revenue Capital Loan Notes of the City in the amount of \$2,030,000 shall be issued pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "STORM WATER REVENUE CAPITAL LOAN NOTES, SERIES 2020", be dated February 19, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2020 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rate of 3.45% per annum.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. Principal shall mature and bear interest in accordance with the debt service schedule attached hereto.

Section 6. Redemption.

(a) Optional Redemption. Principal maturing after June 1, 2028, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty (30) days' written notice of redemption shall be given to the registered owner of the Note. Failure to give such notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no

other way. The City Clerk is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the

benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Notes shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF SCOTT"

"CITY OF BETTENDORF"
"STORM WATER REVENUE CAPITAL LOAN NOTE"
"SERIES 2020"

Rate: 3.45%
Final Maturity Date: June 1, 2038
Bond Date: February 19, 2020
"Registered"
Certificate No. 1
Principal Amount: \$2,030,000

The City of Bettendorf, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

SAUK VALLEY BANK & TRUST COMPANY
TAX ID: _____

or registered assigns, the principal sum of TWO MILLION THIRTY THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with principal and interest from the date hereof until paid at the rate per annum specified above, payable in accordance with the debt service schedule attached hereto.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, as amended, for the purpose of paying costs of improvements and extensions to the Municipal Storm Water Utility, including bank stabilization projects, intake, lining, tiling, and joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River, in conformity to a Resolution of the Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Principal maturing after June 1, 2028, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty (30) days' written notice of redemption shall be given to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Storm Water Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and Outstanding Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the City Clerk, Bettendorf, Iowa.

Date of authentication: _____

This is one of the Notes described in the within mentioned

Resolution, as registered by the City Clerk

CITY CLERK, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF BETTENDORF, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End form of Note)

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be deposited to the Project Fund and expended therefrom for the purposes of issuance.

The Project Fund shall be invested in accordance with Section 17 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. User Rates. Pursuant to the Ordinance, there has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Storm Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

(a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Storm Water Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

(b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Storm Water Revenue Note and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligation plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligation as the same shall become due and payable.

(c) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

(d) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, may be used to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be

a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Nothing in this Section shall prohibit or restrict the right of the Issuer to issue additional revenue notes or other revenue obligations and to provide that the principal of and interest on said revenue notes or obligations shall be payable out of the Net Revenues of the System, provided that such additional revenue notes or obligations shall be junior and subordinate to the Notes.

Section 17. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

(c) Insurance. The Issuer shall maintain insurance for the benefit of the bondholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually and reported upon not later than 365 days after the end of each Fiscal Year by an Independent Auditor and will provide copies of the audit report to the holders of any of the Notes and Parity Obligations upon request. The holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

(e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund and used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund or Reserve Fund.

(g) Fidelity Note. The Issuer shall maintain fidelity note coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Notes upon request.

Section 19. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Obligations. The Issuer will issue no other Notes or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding notes and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

(b) For the purpose of refunding any Notes, Parity Obligations or general obligation notes outstanding, or making extensions, additions, improvements or replacements to the System, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, independent financial advisor or consulting engineer, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor, independent financial advisor or consulting engineer, not a regular employee of the Issuer, so as to reflect any

changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

(ii) the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation notes were issued or the proceeds of them were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Obligations.

Nothing in this Section shall prohibit or restrict the right of the Issuer to issue additional revenue notes or other revenue obligations and to provide that the principal of and interest on said revenue notes or obligations shall be payable out of the Net Revenues of the System, provided that such additional revenue notes or obligations shall be junior and subordinate to the Notes.

Section 21. Disposition of Note Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the notes it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage notes under Section 148(a) and (b) of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 22. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 23. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the

United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 24. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 25. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 26. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Notes as may have been issued for the purpose of refunding any of such Notes if such Refunding Notes shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

(c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 27. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 28. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 4th day of February, 2020.

Mayor

ATTEST:

City Clerk

Attachment:
2020 Storm Water Debt Service Schedule

2020 Storm Water Debt Service Schedule

Final

\$2,030,000

City of Bettendorf, Iowa

Storm Water Revenue Capital Loan Notes, Series 2020

Sauk Valley Bank

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2020	125,000.00	3.450%	19,843.25	144,843.25	144,843.25
12/01/2020	-	-	32,861.25	32,861.25	-
06/01/2021	80,000.00	3.450%	32,861.25	112,861.25	145,722.50
12/01/2021	-	-	31,481.25	31,481.25	-
06/01/2022	80,000.00	3.450%	31,481.25	111,481.25	142,962.50
12/01/2022	-	-	30,101.25	30,101.25	-
06/01/2023	85,000.00	3.450%	30,101.25	115,101.25	145,202.50
12/01/2023	-	-	28,635.00	28,635.00	-
06/01/2024	85,000.00	3.450%	28,635.00	113,635.00	142,270.00
12/01/2024	-	-	27,168.75	27,168.75	-
06/01/2025	90,000.00	3.450%	27,168.75	117,168.75	144,337.50
12/01/2025	-	-	25,616.25	25,616.25	-
06/01/2026	95,000.00	3.450%	25,616.25	120,616.25	146,232.50
12/01/2026	-	-	23,977.50	23,977.50	-
06/01/2027	95,000.00	3.450%	23,977.50	118,977.50	142,955.00
12/01/2027	-	-	22,338.75	22,338.75	-
06/01/2028	100,000.00	3.450%	22,338.75	122,338.75	144,677.50
12/01/2028	-	-	20,613.75	20,613.75	-
06/01/2029	100,000.00	3.450%	20,613.75	120,613.75	141,227.50
12/01/2029	-	-	18,888.75	18,888.75	-
06/01/2030	105,000.00	3.450%	18,888.75	123,888.75	142,777.50
12/01/2030	-	-	17,077.50	17,077.50	-
06/01/2031	110,000.00	3.450%	17,077.50	127,077.50	144,155.00
12/01/2031	-	-	15,180.00	15,180.00	-
06/01/2032	115,000.00	3.450%	15,180.00	130,180.00	145,360.00
12/01/2032	-	-	13,196.25	13,196.25	-
06/01/2033	115,000.00	3.450%	13,196.25	128,196.25	141,392.50
12/01/2033	-	-	11,212.50	11,212.50	-
06/01/2034	120,000.00	3.450%	11,212.50	131,212.50	142,425.00
12/01/2034	-	-	9,142.50	9,142.50	-
06/01/2035	125,000.00	3.450%	9,142.50	134,142.50	143,285.00
12/01/2035	-	-	6,986.25	6,986.25	-
06/01/2036	130,000.00	3.450%	6,986.25	136,986.25	143,972.50
12/01/2036	-	-	4,743.75	4,743.75	-
06/01/2037	135,000.00	3.450%	4,743.75	139,743.75	144,487.50
12/01/2037	-	-	2,415.00	2,415.00	-
06/01/2038	140,000.00	3.450%	2,415.00	142,415.00	144,830.00
Total	\$2,030,000.00	-	\$703,115.75	\$2,733,115.75	-

CERTIFICATE

)

) SS

)

WITNESS my hand and the seal of said Municipality hereto affixed this _____ day of _____, 2017.

SEAL

\$2,030,000

City of Bettendorf, Iowa
Sewer Revenue Capital Loan Notes, Series 2020
Cedar Rapids Bank & Trust Company

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2020	Serial Coupon	3.850%	3.850%	125,000.00	100.000%	125,000.00
06/01/2021	Serial Coupon	3.850%	3.850%	75,000.00	100.000%	75,000.00
06/01/2022	Serial Coupon	3.850%	3.850%	80,000.00	100.000%	80,000.00
06/01/2023	Serial Coupon	3.850%	3.850%	80,000.00	100.000%	80,000.00
06/01/2024	Serial Coupon	3.850%	3.850%	85,000.00	100.000%	85,000.00
06/01/2025	Serial Coupon	3.850%	3.850%	85,000.00	100.000%	85,000.00
06/01/2026	Serial Coupon	3.850%	3.850%	90,000.00	100.000%	90,000.00
06/01/2027	Serial Coupon	3.850%	3.850%	95,000.00	100.000%	95,000.00
06/01/2028	Serial Coupon	3.850%	3.850%	100,000.00	100.000%	100,000.00
06/01/2029	Serial Coupon	3.850%	3.850%	100,000.00	100.000%	100,000.00
06/01/2030	Serial Coupon	3.850%	3.850%	105,000.00	100.000%	105,000.00
06/01/2031	Serial Coupon	3.850%	3.850%	110,000.00	100.000%	110,000.00
06/01/2032	Serial Coupon	3.850%	3.850%	115,000.00	100.000%	115,000.00
06/01/2033	Serial Coupon	3.850%	3.850%	120,000.00	100.000%	120,000.00
06/01/2034	Serial Coupon	3.850%	3.850%	125,000.00	100.000%	125,000.00
06/01/2035	Serial Coupon	3.850%	3.850%	125,000.00	100.000%	125,000.00
06/01/2036	Serial Coupon	3.850%	3.850%	130,000.00	100.000%	130,000.00
06/01/2037	Serial Coupon	3.850%	3.850%	140,000.00	100.000%	140,000.00
06/01/2038	Serial Coupon	3.850%	3.850%	145,000.00	100.000%	145,000.00
Total	-	-	-	\$2,030,000.00	-	\$2,030,000.00

Bid Information

Par Amount of Bonds.....	\$2,030,000.00
Gross Production.....	\$2,030,000.00
Bid (100.000%).....	2,030,000.00
Total Purchase Price.....	\$2,030,000.00
Bond Year Dollars.....	\$20,615.17
Average Life.....	10.155 Years
Average Coupon.....	3.8500000%
Net Interest Cost (NIC).....	3.8500000%
True Interest Cost (TIC).....	3.8505624%

\$2,030,000

City of Bettendorf, Iowa
Sewer Revenue Capital Loan Notes, Series 2020
Cedar Rapids Bank & Trust Company

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2020	125,000.00	3.850%	22,143.92	147,143.92	147,143.92
12/01/2020	-	-	36,671.25	36,671.25	-
06/01/2021	75,000.00	3.850%	36,671.25	111,671.25	148,342.50
12/01/2021	-	-	35,227.50	35,227.50	-
06/01/2022	80,000.00	3.850%	35,227.50	115,227.50	150,455.00
12/01/2022	-	-	33,687.50	33,687.50	-
06/01/2023	80,000.00	3.850%	33,687.50	113,687.50	147,375.00
12/01/2023	-	-	32,147.50	32,147.50	-
06/01/2024	85,000.00	3.850%	32,147.50	117,147.50	149,295.00
12/01/2024	-	-	30,511.25	30,511.25	-
06/01/2025	85,000.00	3.850%	30,511.25	115,511.25	146,022.50
12/01/2025	-	-	28,875.00	28,875.00	-
06/01/2026	90,000.00	3.850%	28,875.00	118,875.00	147,750.00
12/01/2026	-	-	27,142.50	27,142.50	-
06/01/2027	95,000.00	3.850%	27,142.50	122,142.50	149,285.00
12/01/2027	-	-	25,313.75	25,313.75	-
06/01/2028	100,000.00	3.850%	25,313.75	125,313.75	150,627.50
12/01/2028	-	-	23,388.75	23,388.75	-
06/01/2029	100,000.00	3.850%	23,388.75	123,388.75	146,777.50
12/01/2029	-	-	21,463.75	21,463.75	-
06/01/2030	105,000.00	3.850%	21,463.75	126,463.75	147,927.50
12/01/2030	-	-	19,442.50	19,442.50	-
06/01/2031	110,000.00	3.850%	19,442.50	129,442.50	148,885.00
12/01/2031	-	-	17,325.00	17,325.00	-
06/01/2032	115,000.00	3.850%	17,325.00	132,325.00	149,650.00
12/01/2032	-	-	15,111.25	15,111.25	-
06/01/2033	120,000.00	3.850%	15,111.25	135,111.25	150,222.50
12/01/2033	-	-	12,801.25	12,801.25	-
06/01/2034	125,000.00	3.850%	12,801.25	137,801.25	150,602.50
12/01/2034	-	-	10,395.00	10,395.00	-
06/01/2035	125,000.00	3.850%	10,395.00	135,395.00	145,790.00
12/01/2035	-	-	7,988.75	7,988.75	-
06/01/2036	130,000.00	3.850%	7,988.75	137,988.75	145,977.50
12/01/2036	-	-	5,486.25	5,486.25	-
06/01/2037	140,000.00	3.850%	5,486.25	145,486.25	150,972.50
12/01/2037	-	-	2,791.25	2,791.25	-
06/01/2038	145,000.00	3.850%	2,791.25	147,791.25	150,582.50
Total	\$2,030,000.00	-	\$793,683.92	\$2,823,683.92	-

\$2,030,000

City of Bettendorf, Iowa
Storm Water Revenue Capital Loan Notes, Series 2020
Sauk Valley Bank

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2020	Serial Coupon	3.450%	3.450%	125,000.00	100.000%	125,000.00
06/01/2021	Serial Coupon	3.450%	3.450%	80,000.00	100.000%	80,000.00
06/01/2022	Serial Coupon	3.450%	3.450%	80,000.00	100.000%	80,000.00
06/01/2023	Serial Coupon	3.450%	3.450%	85,000.00	100.000%	85,000.00
06/01/2024	Serial Coupon	3.450%	3.450%	85,000.00	100.000%	85,000.00
06/01/2025	Serial Coupon	3.450%	3.450%	90,000.00	100.000%	90,000.00
06/01/2026	Serial Coupon	3.450%	3.450%	95,000.00	100.000%	95,000.00
06/01/2027	Serial Coupon	3.450%	3.450%	95,000.00	100.000%	95,000.00
06/01/2028	Serial Coupon	3.450%	3.450%	100,000.00	100.000%	100,000.00
06/01/2029	Serial Coupon	3.450%	3.450%	100,000.00	100.000%	100,000.00
06/01/2030	Serial Coupon	3.450%	3.450%	105,000.00	100.000%	105,000.00
06/01/2031	Serial Coupon	3.450%	3.450%	110,000.00	100.000%	110,000.00
06/01/2032	Serial Coupon	3.450%	3.450%	115,000.00	100.000%	115,000.00
06/01/2033	Serial Coupon	3.450%	3.450%	115,000.00	100.000%	115,000.00
06/01/2034	Serial Coupon	3.450%	3.450%	120,000.00	100.000%	120,000.00
06/01/2035	Serial Coupon	3.450%	3.450%	125,000.00	100.000%	125,000.00
06/01/2036	Serial Coupon	3.450%	3.450%	130,000.00	100.000%	130,000.00
06/01/2037	Serial Coupon	3.450%	3.450%	135,000.00	100.000%	135,000.00
06/01/2038	Serial Coupon	3.450%	3.450%	140,000.00	100.000%	140,000.00
Total	-	-	-	\$2,030,000.00	-	\$2,030,000.00

Bid Information

Par Amount of Bonds.....	\$2,030,000.00
Gross Production.....	\$2,030,000.00
Bid (100.000%).....	2,030,000.00
Total Purchase Price.....	\$2,030,000.00
Bond Year Dollars.....	\$20,380.17
Average Life.....	10.039 Years
Average Coupon.....	3.4500000%
Net Interest Cost (NIC).....	3.4500000%
True Interest Cost (TIC).....	3.4504463%

\$2,030,000**City of Bettendorf, Iowa**

Storm Water Revenue Capital Loan Notes, Series 2020

Sauk Valley Bank

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2020	125,000.00	3.450%	19,843.25	144,843.25	144,843.25
12/01/2020	-	-	32,861.25	32,861.25	-
06/01/2021	80,000.00	3.450%	32,861.25	112,861.25	145,722.50
12/01/2021	-	-	31,481.25	31,481.25	-
06/01/2022	80,000.00	3.450%	31,481.25	111,481.25	142,962.50
12/01/2022	-	-	30,101.25	30,101.25	-
06/01/2023	85,000.00	3.450%	30,101.25	115,101.25	145,202.50
12/01/2023	-	-	28,635.00	28,635.00	-
06/01/2024	85,000.00	3.450%	28,635.00	113,635.00	142,270.00
12/01/2024	-	-	27,168.75	27,168.75	-
06/01/2025	90,000.00	3.450%	27,168.75	117,168.75	144,337.50
12/01/2025	-	-	25,616.25	25,616.25	-
06/01/2026	95,000.00	3.450%	25,616.25	120,616.25	146,232.50
12/01/2026	-	-	23,977.50	23,977.50	-
06/01/2027	95,000.00	3.450%	23,977.50	118,977.50	142,955.00
12/01/2027	-	-	22,338.75	22,338.75	-
06/01/2028	100,000.00	3.450%	22,338.75	122,338.75	144,677.50
12/01/2028	-	-	20,613.75	20,613.75	-
06/01/2029	100,000.00	3.450%	20,613.75	120,613.75	141,227.50
12/01/2029	-	-	18,888.75	18,888.75	-
06/01/2030	105,000.00	3.450%	18,888.75	123,888.75	142,777.50
12/01/2030	-	-	17,077.50	17,077.50	-
06/01/2031	110,000.00	3.450%	17,077.50	127,077.50	144,155.00
12/01/2031	-	-	15,180.00	15,180.00	-
06/01/2032	115,000.00	3.450%	15,180.00	130,180.00	145,360.00
12/01/2032	-	-	13,196.25	13,196.25	-
06/01/2033	115,000.00	3.450%	13,196.25	128,196.25	141,392.50
12/01/2033	-	-	11,212.50	11,212.50	-
06/01/2034	120,000.00	3.450%	11,212.50	131,212.50	142,425.00
12/01/2034	-	-	9,142.50	9,142.50	-
06/01/2035	125,000.00	3.450%	9,142.50	134,142.50	143,285.00
12/01/2035	-	-	6,986.25	6,986.25	-
06/01/2036	130,000.00	3.450%	6,986.25	136,986.25	143,972.50
12/01/2036	-	-	4,743.75	4,743.75	-
06/01/2037	135,000.00	3.450%	4,743.75	139,743.75	144,487.50
12/01/2037	-	-	2,415.00	2,415.00	-
06/01/2038	140,000.00	3.450%	2,415.00	142,415.00	144,830.00
Total	\$2,030,000.00	-	\$703,115.75	\$2,733,115.75	-



MEETING DATE: February 4, 2020

REQUESTED BY: Jerry Bishop
Civil Engineer

WARD: 3, 5

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road.

Explanation:

The proposed improvements consist of milling the existing concrete surface, Hot Mix Asphalt (HMA) resurfacing, fixture adjustments, traffic control, and pavement markings on Middle Road between Devils Glen Road and Belmont Road within the City of Bettendorf, Iowa.

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 monies budgeted for the project.

List Attachments:

Resolution
Notice to Bidders

RESOLUTION NO.____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING AND DIRECTING THE
ADVERTISING FOR BIDS FOR THE MIDDLE ROAD RESURFACING PROJECT
FROM DEVILS GLEN ROAD TO BELMONT ROAD

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to construct certain improvements to the street system of Bettendorf, Iowa, namely, the

Middle Road Resurfacing Project from Devils Glen Road to Belmont Road

as hereinafter described and has ordered plans, specifications, form of contract and engineer's estimate to be prepared and said documents are now on file in the office of the City Engineer for public inspection.

NOW, THEREFORE BE IT RESOLVED that the council will conduct a public hearing on the final adoption of the plans, specifications, notice to bidders, and form of contract for the construction of the improvements in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 18th day of February, 2020, and the City Clerk is hereby directed to give notice of the hearing, said notice to be published at least once as provided by law, not less than four (4) nor more than twenty (20) days before the date fixed for the hearing.

BE IT FURTHER RESOLVED that the City Engineer be authorized to receive bids for the construction of said improvements through the electronic bid submission system at <https://bettendorf.ionwave.net> until 10:00 o'clock a.m. on the 25th day of February, 2020, and the City Clerk is hereby directed to give notice to the taking of bids, said notice is to be posted in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation and on the City's website with such publication to be not less than thirteen (13) days nor more than forty five (45) days before the date of the letting.

BE IT FURTHER RESOLVED that a cashier's or certified check, Credit Union Certified Share Draft, or bid bond to accompany each bid, as security, be submitted with the bid. The bidder will enter into a contract for the work bid upon and will furnish a corporate surety bond acceptable to the Council for faithful performance of the contract, in the amount of ten percent (10%) of the bid amount.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Iowa, through their electronic bid submission system at <https://bettendorf.ionwave.net> until **10:00 A.M. on the 25th day of February, 2020**, for the **Middle Road Resurfacing – Devils Glen Road to Belmont Road**, and related work as described in the plans and specifications now on file in the office of the City Clerk. Bids shall be submitted to the City Council for consideration and action at a subsequent meeting.

The proposed improvements consist of milling the existing concrete surface, Hot Mix Asphalt (HMA) resurfacing, fixture adjustments, traffic control, and pavement markings on Middle Road between Devils Glen Road and Belmont Road within the City of Bettendorf, Iowa.

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 prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed by July 17, 2020. The beginning and completion dates will be included in and made part of the Contract. Said completion date will be used as the Contract Completion Date, where after liquidated damages in the amount of Five Hundred Dollars and No Cents (\$500.00) per calendar day may be recovered by the City.

The plans, specifications and all bid documents, hereinafter called proposed Contract Documents, are placed on file and are available for inspection on the City of Bettendorf's electronic bid submission website: <https://bettendorf.ionwave.net>. If you haven't already done so, you will need to register as a supplier at the website to submit a bid. All bids must be submitted electronically. No paper, emailed, or faxed bids will be accepted, and no physical bid opening shall be held. All bids will be evaluated by the City's electronic bid submission system.

Copies of the proposed Contract Documents for said improvements may be obtained with a forty eight (48) hour notice at the Engineering Division of Public Works, 4403 Devils Glen Rd., Bettendorf, Iowa by calling (563) 344-4055. Paper sets require a refundable deposit of Two Hundred Fifty Dollars (\$250.00) for each set that shall be refunded within fourteen (14) days after the award of the project. If the Contract Documents are not returned in a timely manner and in a reusable condition, the deposit, or portions thereof, may be forfeited.

Each proposal must be accompanied by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States or by a Bid Bond with corporate surety satisfactory to the City of Bettendorf in the amount of ten (10) percent of the bid, made payable to the City Treasurer of the City of Bettendorf, Iowa, and may be cashed or claim made against the bond by the Treasurer of the City of Bettendorf, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days and post bond satisfactory to the City for the faithful performance of the work. Checks or Bid Bonds of the three lowest bidders may be retained for a period of not to exceed thirty (30) days or until a contract is awarded or rejection is made, whichever is sooner. Other checks and Bid Bonds will be returned after the tabulation of the bids is completed.

The successful bidder will be required to furnish a performance and maintenance bond equal to One Hundred Percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and shall also guarantee

the maintenance of the improvement for a period of four (4) years from and after its completion and acceptance by the City.

Contractors and subcontractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the current policies adopted by the City of Bettendorf City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident Bidders in Accordance with Chapter 73 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements and also prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed in compliance therewith.

The City reserves the right to reject any or all proposals and to waive technicalities and irregularities if deemed necessary and approved by City Council.

Published upon order of the City Council of Bettendorf, Iowa.

Brent Morlok, P.E.
City Engineer



MEETING DATE: February 4, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 1

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the 18th Street Reconstruction Project from Central Avenue to Lincoln Road.

Explanation:

The proposed improvements consist of reconstructing approximately 2,034 linear feet of thirty-eight feet (38') wide and 8-inch thick P.C.C. pavement. Work includes removal of the existing roadway section, concrete pavement replacement, granular drainable base, drain tile, storm sewer, manhole replacements & adjustments along with a sanitary sewer point repair. In addition, sidewalks will be replaced on both sides of the street with the west side replacement being widened to a 6-foot section. The program also includes traffic control, erosion control, partial reconstruction of driveways, reshaping the boulevard, manhole adjustments, pavement marking, placement of topsoil, sod and watering.

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 monies budgeted for the project.

List Attachments:

Resolution
Notice to Bidders

RESOLUTION NO.____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING AND DIRECTING THE
ADVERTISING FOR BIDS FOR THE 18TH STREET RECONSTRUCTION PROJECT FROM
CENTRAL AVENUE TO LINCOLN ROAD

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to construct certain improvements to the street system of Bettendorf, Iowa, namely, the

18th Street Reconstruction Project from Central Avenue to Lincoln Road

as hereinafter described and has ordered plans, specifications, form of contract and engineer's estimate to be prepared and said documents are now on file in the office of the City Engineer for public inspection.

NOW, THEREFORE BE IT RESOLVED that the council will conduct a public hearing on the final adoption of the plans, specifications, notice to bidders, and form of contract for the construction of the improvements in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 18th day of February, 2020, and the City Clerk is hereby directed to give notice of the hearing, said notice to be published at least once as provided by law, not less than four (4) nor more than twenty (20) days before the date fixed for the hearing.

BE IT FURTHER RESOLVED that the City Engineer be authorized to receive bids for the construction of said improvements through the electronic bid submission system at <https://bettendorf.ionwave.net> until 10:00 o'clock a.m. on the 25th day of February, 2020, and the City Clerk is hereby directed to give notice to the taking of bids, said notice is to be posted in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation and on the City's website with such publication to be not less than thirteen (13) days nor more than forty five (45) days before the date of the letting.

BE IT FURTHER RESOLVED that a cashier's or certified check, Credit Union Certified Share Draft, or bid bond to accompany each bid, as security, be submitted with the bid. The bidder will enter into a contract for the work bid upon and will furnish a corporate surety bond acceptable to the Council for faithful performance of the contract, in the amount of ten percent (10%) of the bid amount.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Iowa, through their electronic bid submission system at <https://bettendorf.ionwave.net> until **10:00 A.M. on the 25th day of February, 2020**, for the **18th Street Road Reconstruction Project from Central Avenue to Lincoln Road** and related work as described in the plans and specifications now on file in the office of the City Clerk. Bids shall be submitted to the City Council for consideration and action at a subsequent meeting.

The proposed improvements consist of reconstructing approximately 2,034 linear feet of thirty-eight feet (38') wide and 8-inch thick P.C.C. pavement. Work includes removal of the existing roadway section, concrete pavement replacement, granular drainable base, drain tile, storm sewer, manhole replacements & adjustments along with a sanitary sewer point repair. In addition, sidewalks will be replaced on both sides of the street with the west side replacement being widened to a 6-foot section. The program also includes traffic control, erosion control, partial reconstruction of driveways, reshaping the boulevard, manhole adjustments, pavement marking, placement of topsoil, sod and watering.

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 prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall commence on or after April 13, 2020, as weather permits. All work on this contract shall be completed within 140 calendar days from the agreed upon start date, or by September 12, 2020, whichever comes first. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 (\$500.00) per calendar day shall be charged for every day past the completion date.

The plans, specifications and all bid documents, hereinafter called proposed Contract Documents, are placed on file and are available for inspection on the City of Bettendorf's electronic bid submission website: <https://bettendorf.ionwave.net>. If you haven't already done so, you will need to register as a supplier at the website to submit a bid. All bids must be submitted electronically. No paper, emailed, or faxed bids will be accepted, and no physical bid opening shall be held. All bids will be evaluated by the City's electronic bid submission system.

Copies of the proposed Contract Documents for said improvements may be obtained with a forty eight (48) hour notice at the Engineering Division of Public Works, 4403 Devils Glen Rd., Bettendorf, Iowa by calling (563) 344-4055. Paper sets require a refundable deposit of Two Hundred Fifty Dollars (\$250.00) for each set that shall be refunded within fourteen (14) days after the award of the project. If the Contract Documents are not returned in a timely manner and in a reusable condition, the deposit, or portions thereof, may be forfeited.

Each proposal must be accompanied by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States or by a Bid Bond with corporate surety satisfactory to the City of Bettendorf in the amount of ten (10) percent of the bid, made payable to the City Treasurer of the City of Bettendorf, Iowa, and may be cashed or claim made against the bond by the Treasurer of the City of Bettendorf, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days and post bond satisfactory to the City for the faithful performance of the work. Checks or Bid Bonds of the three lowest bidders may be retained for a period of not to exceed thirty (30)

days or until a contract is awarded or rejection is made, whichever is sooner. Other checks and Bid Bonds will be returned after the tabulation of the bids is completed.

The successful bidder will be required to furnish a performance and maintenance bond equal to One Hundred Percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and shall also guarantee the maintenance of the improvement for a period of four (4) years from and after its completion and acceptance by the City.

Contractors and subcontractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the current policies adopted by the City of Bettendorf City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident Bidders in Accordance with Chapter 73 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements and also prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed in compliance therewith.

The City reserves the right to reject any or all proposals and to waive technicalities and irregularities if deemed necessary and approved by City Council.

Published upon order of the City Council of Bettendorf, Iowa.

Brent Morlok, P.E.
City Engineer



MEETING DATE: February 4, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 2

Item Title:

Resolution awarding the contract and approving the contract and bond for the Manatt's Site Improvements City Storm Sewer Project.

Explanation:

The work will primarily consist of the abandonment of approximately 500 feet of existing 4'x3' concrete storm sewer and the installation of approximately 850 feet of 48 inch and 460 feet of 18 inch concrete storm sewer through the Manatt's property located at 3923 State Street. Additional work will include tree removal, pavement removal and replacement, manhole and intake installation and related construction. Per the agreement approved by City Council for this project, there is a cost share between the City, Manatt's, Tri-City Blacktop and Utility Equipment Co. The City will fund the entire project and be reimbursed by the other three (3) parties for their share.

Bids were opened on January 28, 2020. N.J. Miller, Inc. of Bettendorf, Iowa was the low bidder of twelve (12) bids received. Base bids ranged from the high of \$624,871.00 to the low of \$390,463.50, which is 29% below the engineer's estimate of \$550,000.00. The approximate cost share breakdown is as follows. The actual breakdown will depend upon the final quantities:

- City of Bettendorf - \$221,591
- Manatt's - \$83,958
- Tri-City Blacktop - \$51,271
- Utility Equipment Co. - \$33,643

Staff is requesting a contingency be authorized in addition to the low bid total to cover unforeseen changes that may arise during construction.

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 NO. _____-20

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT
AND BOND FOR THE MANATT'S SITE IMPROVEMENTS CITY STORM SEWER PROJECT

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

Manatt's Site Improvements City Storm Sewer Project

WHEREAS, bids were accepted for the construction of the above project on the 28th day of January, 2020, with N.J. Miller, Inc. of Bettendorf, Iowa submitting the lowest responsible bid in the amount of \$390,463.50 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 N.J. Miller, Inc. of Bettendorf, Iowa is hereby accepted for the Manatt's Site Improvements City Storm Sewer Project in the amount of \$390,463.50.
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.
4. A total purchase order amount of \$500,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Manatt's Site Improvements City Storm Sewer Project 1/28/2020				N.J. Miller, Inc.		LANGMAN CONSTRUCTION, INC.		Legacy Corporation		BWC Excavating, LC		Valley Construction Company	
				Total Price	\$390,463.50	Total Price	\$392,766.00	Total Price	\$401,119.00	Total Price	\$415,266.00	Total Price	\$461,494.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$54,000.00	\$54,000.00	\$23,000.00	\$23,000.00	\$30,000.00	\$30,000.00	<u>\$14,438.40</u>	\$14,438.40
2	Tree Removal	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
3	Wall Removal	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	<u>\$6,000.00</u>	\$6,000.00	\$19,000.00	\$19,000.00
4	PCC Removal	313	SY	\$20.00	\$6,260.00	\$10.00	\$3,130.00	\$10.00	\$3,130.00	\$14.25	\$4,460.25	\$17.00	\$5,321.00
5	Asphalt Removal	234	SY	\$20.00	\$4,680.00	<u>\$4.00</u>	\$936.00	\$5.00	\$1,170.00	\$15.00	\$3,510.00	\$12.00	\$2,808.00
6	Granular Backfill, GR-30 or GR-11	3000	TONS	\$24.00	\$72,000.00	<u>\$7.00</u>	\$21,000.00	\$15.00	\$45,000.00	\$20.00	\$60,000.00	\$12.00	\$36,000.00
7	PCC Pavement, 7"	286	SY	\$68.00	\$19,448.00	\$70.00	\$20,020.00	\$95.00	\$27,170.00	\$95.00	\$27,170.00	<u>\$55.00</u>	\$15,730.00
8	Asphalt Pavement, 4"	40	TON	\$380.00	\$15,200.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00	\$360.00	\$14,400.00	\$291.00	\$11,640.00
9	Rock Excavation	100	CY	<u>\$50.00</u>	\$5,000.00	<u>\$50.00</u>	\$5,000.00	\$85.00	\$8,500.00	\$100.00	\$10,000.00	\$87.00	\$8,700.00
10	Culvert Abandon In Place	510	LF	\$20.00	\$10,200.00	<u>\$18.50</u>	\$9,435.00	\$25.00	\$12,750.00	\$21.25	\$10,837.50	\$49.00	\$24,990.00
11	Sidewalk Removal and Replacement	76	SF	<u>\$10.00</u>	\$760.00	\$11.00	\$836.00	\$12.00	\$912.00	\$15.50	\$1,178.00	\$28.00	\$2,128.00
12	Inlet Protection	4	EA	\$150.00	\$600.00	\$50.00	\$200.00	\$50.00	\$200.00	\$275.00	\$1,100.00	\$50.00	\$200.00
13	Silt Fence	1296	EA	\$3.00	\$3,888.00	<u>\$1.50</u>	\$1,944.00	<u>\$1.50</u>	\$1,944.00	\$3.00	\$3,888.00	\$1.60	\$2,073.60
14	Area Inlet, 30"X36"	3	EA	\$3,000.00	\$9,000.00	\$3,270.00	\$9,810.00	\$3,900.00	\$11,700.00	\$2,785.00	\$8,355.00	\$5,000.00	\$15,000.00
15	Manhole, 7'	4	EA	\$7,000.00	\$28,000.00	\$9,000.00	\$36,000.00	\$7,500.00	\$30,000.00	<u>\$6,680.00</u>	\$26,720.00	\$11,700.00	\$46,800.00
16	Manhole, 8'	1	EA	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	<u>\$9,675.00</u>	\$9,675.00	\$15,150.00	\$15,150.00
17	Manhole, 7' Custom	1	EA	\$11,000.00	\$11,000.00	\$9,800.00	\$9,800.00	\$12,000.00	\$12,000.00	<u>\$8,015.00</u>	\$8,015.00	\$12,900.00	\$12,900.00
18	18" Diameter, Class 4 RCP	458	LF	\$48.00	\$21,984.00	\$92.00	\$42,136.00	\$55.00	\$25,190.00	\$98.00	\$44,884.00	\$91.00	\$41,678.00
19	48" Diameter, Class 4 RCP	826	LF	<u>\$140.00</u>	\$115,640.00	\$168.00	\$138,768.00	\$176.00	\$145,376.00	\$152.50	\$125,965.00	\$192.00	\$158,592.00
20	Foundation Rock, If Needed, GR-3	100	TON	\$37.00	\$3,700.00	<u>\$15.00</u>	\$1,500.00	\$20.00	\$2,000.00	\$29.00	\$2,900.00	\$70.00	\$7,000.00
21	Seeding, Fertilizer and Mulch	1000	SY	\$8.00	\$8,000.00	<u>\$1.00</u>	\$1,000.00	\$7.00	\$7,000.00	\$5.00	\$5,000.00	\$5.25	\$5,250.00
22	Aggregate, 10" Thick	177	SY	\$13.00	\$2,301.00	\$13.00	\$2,301.00	\$16.00	\$2,832.00	\$16.00	\$2,832.00	\$30.00	\$5,310.00
23	Aggregate, 6" Thick	295	SY	\$9.50	\$2,802.50	\$10.00	\$2,950.00	\$11.00	\$3,245.00	\$9.75	\$2,876.25	\$23.00	\$6,785.00

	Miller Trucking & Excavating		McCarthy Improvement Company		Phoenix Corporation of the Quad Cities		Needham Excavating, Inc		Hawkeye Paving Corp		Brandt Construction Co		Treiber Construction	
	Total Price	\$493,396.00	Total Price	\$493,712.75	Total Price	\$511,664.00	Total Price	\$529,836.90	Total Price	\$538,335.00	Total Price	\$556,307.00	Total Price	\$624,871.00
Line #	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	\$15,000.00	\$15,000.00	\$51,500.00	\$51,500.00	\$22,500.00	\$22,500.00	\$59,625.00	\$59,625.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
2	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$19,200.00	\$19,200.00	\$2,500.00	\$2,500.00	\$14,000.00	\$14,000.00	\$11,000.00	\$11,000.00	\$5,500.00	\$5,500.00
3	\$11,000.00	\$11,000.00	\$18,000.00	\$18,000.00	\$16,150.00	\$16,150.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$6,700.00	\$6,700.00
4	\$17.00	\$5,321.00	\$15.75	\$4,929.75	\$12.00	\$3,756.00	\$9.75	\$3,051.75	\$8.00	\$2,504.00	\$10.00	\$3,130.00	\$19.00	\$5,947.00
5	\$15.00	\$3,510.00	\$6.50	\$1,521.00	\$10.00	\$2,340.00	\$9.75	\$2,281.50	\$8.00	\$1,872.00	\$10.00	\$2,340.00	\$12.00	\$2,808.00
6	\$16.00	\$48,000.00	\$23.00	\$69,000.00	\$23.00	\$69,000.00	\$21.40	\$64,200.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$27.00	\$81,000.00
7	\$105.00	\$30,030.00	\$74.00	\$21,164.00	\$106.00	\$30,316.00	\$104.50	\$29,887.00	\$65.00	\$18,590.00	\$55.00	\$15,730.00	\$75.00	\$21,450.00
8	\$350.00	\$14,000.00	\$350.00	\$14,000.00	\$315.00	\$12,600.00	\$385.00	\$15,400.00	\$200.00	\$8,000.00	\$120.00	\$4,800.00	\$300.00	\$12,000.00
9	\$125.00	\$12,500.00	\$184.00	\$18,400.00	\$145.00	\$14,500.00	\$125.00	\$12,500.00	\$300.00	\$30,000.00	\$110.00	\$11,000.00	\$110.00	\$11,000.00
10	\$30.00	\$15,300.00	\$53.50	\$27,285.00	\$38.00	\$19,380.00	\$31.00	\$15,810.00	\$20.00	\$10,200.00	\$45.00	\$22,950.00	\$60.00	\$30,600.00
11	\$18.00	\$1,368.00	\$25.75	\$1,957.00	\$12.00	\$912.00	\$12.00	\$912.00	\$20.00	\$1,520.00	\$22.00	\$1,672.00	\$19.50	\$1,482.00
12	\$350.00	\$1,400.00	\$50.00	\$200.00	\$22.00	\$88.00	\$150.00	\$600.00	\$100.00	\$400.00	\$55.00	\$220.00	\$150.00	\$600.00
13	\$3.00	\$3,888.00	\$1.50	\$1,944.00	\$3.00	\$3,888.00	\$2.50	\$3,240.00	\$1.50	\$1,944.00	\$2.00	\$2,592.00	\$5.00	\$6,480.00
14	\$5,000.00	\$15,000.00	\$4,350.00	\$13,050.00	\$3,000.00	\$9,000.00	\$4,495.00	\$13,485.00	\$4,000.00	\$12,000.00	\$2,115.00	\$6,345.00	\$5,550.00	\$16,650.00
15	\$12,500.00	\$50,000.00	\$9,500.00	\$38,000.00	\$9,600.00	\$38,400.00	\$10,930.00	\$43,720.00	\$10,000.00	\$40,000.00	\$11,500.00	\$46,000.00	\$11,900.00	\$47,600.00
16	\$18,000.00	\$18,000.00	\$14,500.00	\$14,500.00	\$13,500.00	\$13,500.00	\$13,285.00	\$13,285.00	\$18,000.00	\$18,000.00	\$22,400.00	\$22,400.00	\$11,900.00	\$11,900.00
17	\$15,000.00	\$15,000.00	\$12,750.00	\$12,750.00	\$13,500.00	\$13,500.00	\$11,731.25	\$11,731.25	\$20,000.00	\$20,000.00	\$11,250.00	\$11,250.00	\$15,200.00	\$15,200.00
18	\$110.00	\$50,380.00	\$43.00	\$19,694.00	\$85.00	\$38,930.00	\$83.55	\$38,265.90	\$75.00	\$34,350.00	\$94.00	\$43,052.00	\$140.00	\$64,120.00
19	\$190.00	\$156,940.00	\$153.00	\$126,378.00	\$200.00	\$165,200.00	\$210.00	\$173,460.00	\$260.00	\$214,760.00	\$297.00	\$245,322.00	\$302.00	\$249,452.00
20	\$38.00	\$3,800.00	\$34.00	\$3,400.00	\$48.00	\$4,800.00	\$34.25	\$3,425.00	\$30.00	\$3,000.00	\$22.50	\$2,250.00	\$56.00	\$5,600.00
21	\$2.00	\$2,000.00	\$4.50	\$4,500.00	\$4.50	\$4,500.00	\$5.00	\$5,000.00	\$1.00	\$1,000.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00
22	\$17.00	\$3,009.00	\$10.00	\$1,770.00	\$22.00	\$3,894.00	\$15.00	\$2,655.00	\$15.00	\$2,655.00	\$17.00	\$3,009.00	\$16.00	\$2,832.00
23	\$10.00	\$2,950.00	\$6.00	\$1,770.00	\$18.00	\$5,310.00	\$9.50	\$2,802.50	\$12.00	\$3,540.00	\$11.00	\$3,245.00	\$10.00	\$2,950.00

FORM OF CONTRACT

THIS CONTRACT, made the 4th day of February, A.D., 2020, by and between
N.J. Miller, Inc., 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 **Manatt's Site Improvements City Storm Sewer Project**, all in strict accordance with the plans and specifications, including any and all addenda prepared by the 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:

390,463.50

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Tree Removal	1	LS	\$ 10,000.00	\$ 10,000.00
3	Wall Removal	1	LS	\$ 15,000.00	\$ 15,000.00
4	PCC Removal	313	SY	\$ 20.00	\$ 6,260.00
5	Asphalt Removal	234	SY	\$ 20.00	\$ 4,680.00
6	Granular Backfill, GR-30 or GR-11	3000	TONS	\$ 24.00	\$ 72,000.00
7	PCC Pavement, 7"	286	SY	\$ 68.00	\$ 19,448.00
8	Asphalt Pavement, 4"	40	SY	\$ 380.00	\$ 15,200.00
9	Rock Excavation	100	CY	\$ 50.00	\$ 5,000.00
10	Culvert Abandon in Place	510	LF	\$ 20.00	\$ 10,200.00
11	Sidewalk Removal and Replacement	76	SF	\$ 10.00	\$ 760.00
12	Inlet Protection	4	EA	\$ 150.00	\$ 600.00
13	Silt Fence	1296	LF	\$ 3.00	\$ 3,888.00
14	Area Inlet, 30"X36"	3	EA	\$ 3,000.00	\$ 9,000.00
15	Manhole, 7'	4	EA	\$ 7,000.00	\$ 28,000.00
16	Manhole, 8'	1	EA	\$ 10,000.00	\$ 10,000.00
17	Manhole, 7' Custom	1	EA	\$ 11,000.00	\$ 11,000.00
18	18" Diameter, Class 4 RCP	458	LF	\$ 48.00	\$ 21,984.00
19	48" Diameter, Class 4 RCP	826	LF	\$ 140.00	\$ 115,640.00
20	Foundation Rock, If Needed, GR-3	100	TON	\$ 37.00	\$ 3,700.00
21	Seeding, Fertilizer and Mulch	1000	SY	\$ 8.00	\$ 8,000.00
22	Aggregate, 10" Thick	177	SY	\$ 13.00	\$ 2,301.00
23	Aggregate, 6" Thick	295	SY	\$ 9.50	\$ 2,802.50

Total Base Bid: \$ 390,463.50

ARTICLE III. UNIT PRICES FOR CHANGES- Not applicable to this contract.

ARTICLE IV. PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE V. 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 prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed by May 1, 2020. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 (\$500.00) per calendar day shall be charged for every day past the completion date.

ARTICLE VI. 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 Project 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 referenced in the above documents
- 9) Contract with the City
- 10) Contractor's Performance and Payment and Maintenance Bond
- 11) Contractor's Proposal
- 12) Notice to Bidders
- 13) Instructions 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.

N.J. Miller, Inc.
(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 _____, 20____.



MEETING DATE: February 4, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution accepting improvements for the Crow Creek Road Reconstruction Project from Davis Street to Devils Glen Road.

Explanation:

Hawkeye Paving Corp. of Bettendorf, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$865,000.00. The final construction cost for the project was \$793,941.62.

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
CROW CREEK ROAD RECONSTRUCTION PROJECT FROM
DAVIS STREET TO DEVILS GLEN ROAD

WHEREAS, on the 7th day of May 2019, the City of Bettendorf entered into contract with Hawkeye Paving Corp. of Bettendorf, Iowa for the construction of certain improvements to the street system of said City; namely, the

Crow Creek Road Reconstruction Project from Davis Street to Devils Glen Road

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 \$795,802.22.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Project Description:	Crow Creek Road Reconstruction, Davis St. to Devils Glen Rd.
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CIP Budget:	865,000.00	FY Budgeted:	19/20
		Resol. for award:	145-19

Purchase Order Amount:	865,000.00
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Change Orders Detail (Insert Rows/Categories as Necessary)

Project Cost Summary (Insert Rows/Categories as Necessary)

Expenditure Category	Vendor / Description		Actual
Construction Contract	Hawkeye Paving		793,941.62
Testing	Terracon		1,685.60
NPDES Permit	Iowa Dept. of Natural Resources		175.00
Final Total Project Cost			795,802.22

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Crow Creek Road Reconstruction Project (Davis to Devils Glen)

Contractor: Hawkeye Paving (Vendor #224)

☒ Primary

☐ Subcontract

Point

Range

Score

Points

Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	2.0	x 0.275 =	0.55
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	2.0	x 0.20 =	0.40
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ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	2.0	x 0.05 =	0.10
E. Adequate and competent labor force	0 to 3	2.0	x 0.05 =	0.10
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	2.0	x 0.05 =	0.10

EQUIPMENT: 10%

G. Equipment on project	0 to 3	2.0	x 0.05 =	0.10
H. General project safety, signage and traffic control	0 to 3	3.0	x 0.05 =	0.15

Initial Rating: **2.19**

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: **2.19**

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

Field Inspector [Signature] Date 10/24/19
Engineer _____ Date _____

Chief Inspector [Signature] Date 1-15-20
Contractor _____ Date _____



MEETING DATE: February 4, 2020

REQUESTED BY: Jerry Bishop
Civil Engineer

WARD: All

Item Title:

Resolution accepting improvements for the 2019 Street Resurfacing Program.

Explanation:

Hawkeye Paving Corp. of Bettendorf, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for \$1,000,000.00. The final construction cost for the project was \$958,149.20.

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
2019 STREET RESURFACING PROGRAM

WHEREAS, on the 5th day of March, 2019, the City of Bettendorf entered into contract with Hawkeye Paving Corp. of Bettendorf, Iowa, for the construction of certain improvements to the street system of said City; namely, the

2019 Street Resurfacing Program

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 \$960,460.45.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Project Description:	2019 Street Resurfacing Program		
Project Manager:	Jerry Bishop	Project #:	PW0485
CIP Budget:	1,000,000.00	FY Budgeted:	19/20
Funding Source:	G.O. Bonds	Resol. for award:	46-19
Purchase Order Amount:	1,000,000.00		
Final Total Project Cost:	960,460.45		

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

Expenditure Category	Vendor / Description		Actual
Construction Contract	Hawkeye Paving		958,149.20
Testing	Terracon		2,311.25
Final Total Project Cost			960,460.45

**CITY OF BETTENDORF
CONTRACTOR EVALUATION REPORT**

2019 Street Resurfacing Program

Contractor: Hawkeye Paving (Vendor #224)

☒ Primary

☐ Subcontractor

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	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	2.0	x 0.05 =	0.10
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	2.0	x 0.05 =	0.10

EQUIPMENT: 10%

G. Equipment on project	0 to 3	2.0	x 0.05 =	0.10
H. General project safety, signage and traffic control	0 to 3	2.0	x 0.05 =	0.10

Initial Rating: **2.66**

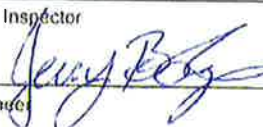
Liens Filed - If lien(s) have been filed 0 or -1 **0.00**

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: 2.66

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

Field Inspector  Date 1-15-20
Engineer _____ Date _____

 Date 1-15-20
Contractor  Date 1-15-20



MEETING DATE: February 4, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution ordering the installation of street lights in the Cottage Grove 3rd Addition.

Explanation:

A petition has been received requesting the installation of street lights in the Cottage Grove 3rd Addition.

The street lights meet the requirements of the City's policy on street light petitions. The locations are in accordance with the City's street lighting policies and plan.

The locations of the street lights have been discussed with MidAmerican Energy Company personnel. The street lights will be installed on ornamental poles with underground wiring. The cost of the fiberglass poles will be borne by the developer.

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:

After installation, the City will be responsible for the total monthly charge for the street lights, which is estimated to be \$10.53, which includes all charges by MidAmerican Energy.

List Attachments:

Resolution
Petition

RESOLUTION NO. _____-20

RESOLUTION ORDERING THE INSTALLATION OF STREET LIGHTS
IN THE COTTAGE GROVE 3RD ADDITION

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

That MidAmerican Energy Company is hereby ordered and directed to install street lights in accordance with the terms of its franchise in the City of Bettendorf, to-wit:

- Southeast corner of the intersection of West Creekside Lane and Field Sike Drive on the existing pole (with light facing northwest).
- West side of West Creekside Lane in line with the property line of Lot 23 and Lot 24.
- East side of East Creekside Lane in line with the property line of Lot 12 and Lot 13.

BE IT FURTHER RESOLVED that the City Clerk of the City of Bettendorf, Iowa, is hereby directed to inform the MidAmerican Energy Company of this action of this Council and is also directed to send to MidAmerican Energy a copy of this resolution.

Passed, Approved and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

1/17/2020

4403 Devils Glen Road
Bettendorf, IA 52722
Attention: Mr. Brian Fries, P.E.
bfries@bettendorf.org

Dear Mr. Fries:

On behalf of the developer, Windmill Development, LLC, MidAmerican Energy Company is requesting authorization to install three (3) LED streetlights in the Cottage Grove 3rd Addition.

The lights will be a 150w LED light on a black fiberglass pole. To review, we will install, own and maintain the streetlight. The developer will pay us the difference in cost between decorative and conventional streetlight systems. The City pays the same monthly rate as with any conventional installation.

We will soon begin installing underground electric service and would like to install streetlight facilities at the same time. Potential location and landscaping conflicts will be greatly minimized if everything is installed at once.

If you have any questions, please feel free to call me at (515) 252-6742.

Sincerely,
MidAmerican Energy Company

Scot Enger
Customer Project Coordinator



COUNCIL LETTER

MEETING DATE: February 4, 2020

REQUESTED BY: John Soenksen

ITEM TITLE: Resolution appointing Joe Adam 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, Joe Adam has indicated a willingness to serve on the Bettendorf Planning and Zoning Commission. Mr. Adam will be filling the seat vacated by Laurie Peters.

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 JOE ADAM TO THE BETTENDORF PLANNING AND ZONING COMMISSION

WHEREAS, Laurie Peters has resigned her position on the Bettendorf Planning and Zoning Commission, and

WHEREAS, Joe Adam has indicated a desire to fill the Planning and Zoning Commission position, and

WHEREAS, it is the recommendation of the Mayor that Joe Adam be appointed to the Planning and Zoning Commission.

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

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Appointment Resume
City of Bettendorf

Board or Commission: Planning and Zoning Commission

Name: Joe Adam

Address: 3126 Lindsey Ct.

Email: adamjosephN@hotmail.com
adamjosephN@johndeere.com

Phone where I can be reached: m: (309) 781-2046
o: (309) 748-5256

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 X (Yes)
_____ (No)

_____ If qualification is dependent upon a special skill, job function, or status, I certify that I have the qualification X (Yes)
_____ (No)

Requirement(s) mandated by City Code: (1) Residency in the City of Bettendorf; and (2) Knowledge or experience to act in matters pertaining to the development and execution of a city plan, including the City's Comprehensive Plan.

I have read the powers and duties of the position for which I am applying X (Yes)

_____ (No)

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

X (Yes)

_____ (No)

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

_____ (No)

I was referred for the position by: Chris Curran

Please describe any factor you believe would assist the Mayor and Council in favorably considering your appointment to the Board or Commission listed above (include things such as professional competence, length of residency, education, or any other factor you think is important. Please feel free to add another sheet if you need more room):

Employment: Deere & Company About 32 YRS Primarily support M&A and Business Development
Moline, IL
Education: Keota, IA ST. Ambrose University Univ of Iowa College
High School BA- Business, Economics and CRIMINAL Justice of Law JD. with distinction
Residency: 3126 Hindsey CT 3291 Winston Drive
Since OCT 2000 1989-2000
Volunteer: Board member & President of Mississippi Bend AEA Former school Board member Pleasant Valley schools

Thank you for applying for a volunteer position to help the residents of Bettendorf. On page two of the form is certain information requested to comply with EEOC requirements. That information will not be reported to the Mayor or Council.



MEETING DATE: February 4, 2020 (SPH)
February 18, 2020 (HPH)
REQUESTED BY: John Soenksen

COUNCIL LETTER

ITEM TITLE

Resolution setting a date for public hearing to approve the specifications and form of contract for the Flood Grant Buyout Demolition Project (Project F19-S443 – 2019 HMGP Bettendorf Acquisition). (2/4/20)

Resolution approving the specifications and form of contract for the Flood Grant Buyout Demolition Project (Project F19-S443 – 2019 HMGP Bettendorf Acquisition). (2/18/20)

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

The City will be acquiring up to 22 properties in the target area approved for a flood grant awarded to the City of Bettendorf from Iowa Homeland Security and Emergency Management Department under Project F19-S443 – 2019 HMGP Bettendorf Acquisition.

Staff is requesting approval of the specifications and form of contract for this project. Staff anticipates a bid opening on March 5, 2020 and submitting a resolution to approve the contract and bond at the March 17, 2020 City Council Meeting.

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

Funding for this project will be through the grant awarded as indicated above.

List Attachments: Resolution (SPH); Resolution (HPH); Bid Specifications

RESOLUTION NO.____-20

**RESOLUTION SETTING A DATE FOR PUBLIC HEARING FOR THE
THE FLOOD GRANT BUYOUT DEMOLITION PROJECT**

WHEREAS, specifications, notice to bidders, and form of contract are on file in the office of Community Development Director John Soenksen for demolition of structures and certain improvements in the flood zone grant buyout area, namely:

In the 1000-1300 blocks of Parkway Drive, the 1100 block of Crestview Circle and Crestview Court, the 2400-2500 block of Holly Drive, the 2500-2600 blocks of Greenway Drive, the 1000-1100 blocks of Hawthorne Drive, the 2500-2600 Cypress Drive, and the 2400 block of Crestview Drive. Additional properties may be added in or near the above-described area, and all properties are located in the City of Bettendorf, Scott County, Iowa.

WHEREAS, the City of Bettendorf is seeking qualified bidders and desires to hold a public hearing to determine the successful bidder.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, sets the time and date for said public hearing for March 5, 2020 at 7:00 pm in the City Council Chambers, 1609 State Street, Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

RESOLUTION NO.____-20

**RESOLUTION APPROVING THE SPECIFICATIONS
AND FORM OF CONTRACT FOR THE
THE FLOOD GRANT BUYOUT DEMOLITION PROJECT**

WHEREAS, specifications, notice to bidders, and form of contract are on file in the office of Community Development Director John Soenksen for demolition of structures and certain improvements in the flood zone grant buyout area, namely:

In the 1000-1300 blocks of Parkway Drive, the 1100 block of Crestview Circle and Crestview Court, the 2400-2500 block of Holly Drive, the 2500-2600 blocks of Greenway Drive, the 1000-1100 blocks of Hawthorne Drive, the 2500-2600 Cypress Drive, and the 2400 block of Crestview Drive. Additional properties may be added in or near the above-described area, and all properties are located in the City of Bettendorf, Scott County, Iowa.

WHEREAS, the City of Bettendorf is obligated to demolish homes and other improvements on properties purchased under the authority of Iowa Homeland Security and Emergency Management Department grant agreement number HMGP Project F19-S443 as amended, and

WHEREAS, standard bid specifications and form of contract have been prepared by staff to seek a qualified contractor for the demolition project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the specifications, and form of contract be approved and adopted as the specifications, and form of contract for said demolition project.

PASSED, APPROVED, AND ADOPTED this 18th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

BID SPECIFICATIONS
FOR
the Flood Grant Buyout
Demolition Project

Bid Opening: March 5, 2020
2:00 p.m.

at

Community Development Department
4403 Devils Glen Road
Bettendorf, Iowa

CITY OF BETTENDORF

The Flood Grant Buyout Demolition Project

TABLE OF CONTENTS

BIDDING INFORMATION AND CONTRACT FORMS

TITLE

Notice to Bidders

Instructions to Bidders

Form of Proposal

Bid Bond

Non-Collusion Affidavit

Form of Contract

Performance, Payment, and Maintenance Bond

Supplemental Specifications - Seeding

2 CFR Appendix II to Part 200

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Scott County, Iowa, at the office of John Soenksen, Community Development Director, until **2:00 o'clock p.m., on the 5th day of March, 2020**, for the demolition of structures and certain improvements in said City. All sealed bids received will be publicly opened and read aloud by John Soenksen or his designee at 2:00 o'clock p.m. on the same date at the City Hall Annex, 4403 Devils Glen Road, Bettendorf, Iowa, and submitted to the City Council for consideration at its next regularly scheduled meeting or at such later time and place as may then be fixed by said City Council.

The proposed improvements consist of the following:

PROJECT OVERVIEW

The City of Bettendorf is seeking qualified parties interested in the demolition of the buildings on 22 properties in the flood grant buyout area including:

1124 Crestview Circle = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2528 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1128 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1106 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2430 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1040 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1124 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1116 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1108 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1310 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1030 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1026 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1119 Crestview Court = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1036 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2608 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2412 Crestview Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2417 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2501 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2518 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2604 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

ENTIRE SITE:

With each individual demolition above: remove water, sewer, and gas utilities all to be abandoned at the mains. Fill and level (to existing pre-demolition elevations) the entire site to a minimum of 12 inches tillable soil. Backfill shall be clean fill, free of decomposing materials. All rock and stones greater than 6 inches in diameter shall be removed. Soil shall be placed in 12-inch lifts and compacted to 95% standard proctor density. All debris is to be removed to a licensed landfill. All applicable government permits must be acquired by Contractor.

PROPERTY ADDITIONS AND DELETIONS:

If some of the owners of the properties listed above choose to not participate in this project, the City may delete and/or add properties in or near this general area. This project will not involve more than 22 single-family residential structures all being located in or near the above general area.

Site preparation and seeding as detailed in Supplemental Specifications - Seeding.

NOTE: All structures are free of asbestos which has been abated/removed under separate contract.

NOTE: This project is funded by a Federal grant, and therefore provisions under 2 CFR Appendix II to Part 200 (included in these bid specifications) must be adhered to (see attached regulation). Community Development Director, John Soenksen, has designated that the proposed specifications and form of contract hereinafter called Proposed Contract Documents, be placed on file and are available for inspection at the City Hall Annex, City of Bettendorf, 4403 Devils

Glen Road, Bettendorf, Iowa, and by this reference said items are hereby made a part and parcel of this notice.

For more information and coordination to inspect structures, please contact John Soenksen at 563-344-4083.

Each bid shall be enclosed and sealed in an envelope with the name and address of the bidder, the name of the project, and the date and time of the deadline for receipt of bids by the Community Development Director, all plainly shown on the outside of the envelope and shall be addressed to: "John Soenksen, City of Bettendorf, City Hall Annex, 4403 Devils Glen Road, Bettendorf, Iowa 52722."

No bid received may be withdrawn after the deadline for submittal

A Proposal Guarantee shall accompany each Request for Proposal as security that if awarded a contract by the City of Bettendorf, the bidder will enter into the Contract at the prices bid and furnish the required Performance, Payment, and Maintenance Bond in the full amount of the Proposed Contract. Said security may be forfeited to the City of Bettendorf and the proceeds retained as liquidated damages if the bidder to whom a Contract is awarded fails to execute the Contract or furnish the required Performance, Payment, and Maintenance Bond within ten (10) days after being notified of the award of a Contract.

The Proposal Guarantee shall be enclosed in a separate, sealed envelope accompanying an envelope containing a bid. The Proposal Guarantee shall be a certified or cashier's check drawn upon an Iowa bank or a bank chartered under the laws of the United States or a Credit Union Share Draft drawn upon a credit union chartered under the laws of Iowa, payable to the City of Bettendorf, Bettendorf, Iowa, or a bid bond on the City of Bettendorf Bid Bond form. The amount of the Proposal Guarantee shall be 10% of the bid quantity (amount) in U.S. dollars.

The bidder to whom the Contract is awarded will be required to furnish a Performance, Payment, and Maintenance Bond on the form provided in the Proposed Contract Documents from an acceptable surety in the full amount of the Proposed Contract guaranteeing the faithful performance of the Contract.

A deposit of money, a certified check on a solvent bank in the county in which the improvement is to be located, or a credit union certified share draft, may be received in an amount equal to the amount of the bond and held in lieu of a surety on the bond, and when so received the securities shall be held on the terms and conditions applicable to a surety.

The bidder to whom the Contract is awarded shall commence work on said Contract no later than the date to begin work set forth in a Notice to Proceed from the City of Bettendorf or its authorized representative for each site previously listed. There may be multiple sites released under a single Notice to Proceed or, in most cases, a single site released under a Notice to

Proceed. There will be multiple Notices to Proceed. The proposed work at the building sites shall be completed on or before: **45 days following award of bid and signing of Contract by all parties and EACH NOTICE TO PROCEED.** The Contractor should assume that the project, in its entirety, will take place over a period of several months and include both winter conditions (snow, ice, frost, and extreme cold) and non-winter conditions. Weather delays are not a legitimate reason to delay the expected completion date for each Notice to Proceed. Your bid should assume working under multiple weather conditions.

The above completion dates are included in and made a part of the Contract between the successful bidder and the City of Bettendorf. Said completion dates will be used as the basis for establishing the Contract Completion Date whereafter liquidated damages in the amount of Five Thousand Dollars and No Cents (\$5,000.00) per calendar day may be recovered by the City of Bettendorf.

Payments will be made in checks drawn upon the City of Bettendorf's bank from any fund from which payment for such work may be legally made.

The City will complete an online application to register this Contract with the Iowa Department of Revenue and Finance. The City will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who have been identified at or before filing the Performance Bond. These tax exemption certificates and authorization letters are applicable only for a specific project under this Contract.

At or before the time the Performance, Payment, and Maintenance Bond is filed, the Contractor shall provide a listing to the City identifying all subcontractors. The Contractor and subcontractors may make copies of the certificate and present it to each supplier providing construction material a copy of the tax exemption certificate. **NOTE: Any and all subcontractors must be approved by the City of Bettendorf prior to procuring said subcontractors.**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident bidders in accordance with Chapter 73A of the Code of Iowa.

The City of Bettendorf reserves the right to reject any and all bids and waive any informalities in the bidding.

NOTE: All structures are free of asbestos, which has been abated/removed under separate contract.

City of Bettendorf, Iowa

John Soenksen

INSTRUCTIONS TO BIDDERS

1. LOCATION OF PROJECT

Proposed project generally located in the 1200-1300 blocks of Parkway Drive, the 1100 block of Crestview Circle, the 2600 block of Holly Drive, the 2500-2600 blocks of Greenway Drive, and the 2600 block of Heather Lane in the City of Bettendorf, Scott County, Iowa.

2. SCOPE

The City of Bettendorf is seeking qualified parties interested in the demolition of the buildings on 22 properties in the flood grant buyout area including:

1124 Crestview Circle = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2528 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1128 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1106 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2430 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1040 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1124 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1116 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1108 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1310 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1030 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1026 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1119 Crestview Court = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1036 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2608 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2412 Crestview Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2417 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2501 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2518 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2604 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

ENTIRE SITE:

With each individual demolition above: remove water, sewer, and gas utilities all to be abandoned at the mains. Fill and level (to existing pre-demolition elevations) the entire site to a minimum of 12 inches tillable soil. Backfill shall be clean fill, free of decomposing materials. All rock and stones greater than 6 inches in diameter shall be removed. Soil shall be placed in 12-inch lifts and compacted to 95% standard proctor density. All debris is to be removed to a licensed landfill. All applicable government permits must be acquired by contractor.

PROPERTY ADDITIONS AND DELETIONS:

If some of the property owners of the properties listed above choose to not participate in this project, the City may delete and/or add properties at or near this general above area. This project will not involve more than 22 single-family residential structures all being located in or near the above general area.

Site preparation and seeding as specified.

NOTE: All structures are free of asbestos, which has been abated/removed under separate contract.

NOTE: Any and all subcontractors must be approved by the City of Bettendorf prior to procuring said subcontractors.

3. ADDENDA

Addenda for the purpose of adding to, deleting from, or interpretation of the contract documents may be issued prior to the time established for the receiving of bids.

4. FORM OF PROPOSAL

Only bids submitted on the Form of Proposal provided in the proposed contract documents will be considered.

A detached copy of the Form of Proposal is issued with each set of proposed contract documents solely for the purpose of convenience in preparation and submission of bids. Properly executed bids may be submitted on said detached Form of Proposal. Submittal of a bid using said detached Form of Proposal is the same as if the remaining proposed contract documents are bound thereto, a part thereof, and as though fully set out and incorporated therein.

5. QUANTITIES

The approximate quantities of work involved in each division or section of work are itemized in the Form of Proposal. Each bidder shall determine for himself/herself the actual quantities involved and bid accordingly. The quantities shown for unit price items are estimates only, but for the purpose of comparing bids are fixed. These estimates of quantities shall in no way limit the City of Bettendorf from making changes as provided for in the General Conditions.

6. RESPONSIBILITIES OF BIDDERS

Each bidder shall examine the proposed contract documents for the work and judge for himself/herself all circumstances affecting the cost and nature of the work. He/she shall inform himself/herself fully of field conditions under which work is to be performed, including, but not limited to: underground conditions - obstacles, utilities, groundwater, presence of clay, rock, loess, boulders, silt, quicksand, and any other formulations, etc.; aboveground conditions - drainage, soil, utilities, structures, obstacles, etc. Submission of a proposal implies that bidder has visited and examined the site(s) and is fully conversant with all field conditions and job conditions affecting the cost and nature of the work. The buildings will be open and available for inspection upon request as is reasonably possible.

Bidder who enters into a contract will not be allowed any extra compensation by reason of any condition, matter, or thing concerning which said bidder might have fully informed himself/herself prior to bidding.

7. SAFETY

Each bidder shall carefully examine the proposed contract documents and the conditions under which work is to be performed to satisfy himself/herself that the proposed work can be done safely. If he/she has any misgivings as to his/her ability to complete the

proposed project without endangering the lives or safety of his/her employees, subcontractor's employees, dealer's employees, the City of Bettendorf employees, or the public, he/she shall so report to the Community Development Director, John Soenksen, in writing, at least ten (10) days prior to the scheduled closing time for receiving bids. Submission of a proposal without such a report implies that the bidder has no misgivings and assumes full responsibility for the safety of all persons connected with the project and the public.

8. **BID PREPARATION**

Each bid submitted shall be itemized in its component parts.

Bids submitted must be made for materials furnished in the work to be completed and no proposal will be considered on any part of the work not complete in place, nor on any materials except in completed work, unless otherwise specifically provided for herein.

Prices bid must be entered on the Form of Proposal.

Bidder shall not stipulate in his proposal any condition or qualifying statement not provided for in the Form of Proposal. Such a condition or qualifying statement may be declared irregular and be cause for rejecting the bid.

9. **INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he may submit to the Community Development Director, John Soenksen, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by an addendum duly issued.

10. **BIDS**

Each bid shall be enclosed and sealed in an envelope with the name and address of the bidder, the name of the project and the date and time of the deadline for receipt of bids by the Community Development Director, all plainly shown on the outside of the envelope and shall be addressed to the "John Soenksen, Community Development Director, City of Bettendorf, City Hall Annex, 4403 Devils Glen, Bettendorf, Iowa 52722."

11. **PROPOSAL GUARANTEE**

A Proposal Guarantee shall be submitted with each bid as set forth in the "Notice to Bidders."

Bid Bond Form

If the bidder chooses to use a Bid Bond as Proposal Guarantee, it must be on the City of Bettendorf Bid Bond Form. All bids submitted with Bid Bonds of any other form will be returned. When separate contracts will be awarded, separate Proposal Guarantees will be required.

Proposal Guarantees of all except the two (2) lowest bidders will be returned within seven (7) days after the opening of bids. Proposal Guarantees of the two (2) lowest bidders will be returned within seven (7) days after the Contract for the project and the Performance, Payment, and Maintenance Bond have been properly executed and approved, but no later than thirty (30) days after the opening of bids.

12. EXECUTION OF BID

- A. Individuals: Bids which are submitted by an individual shall be signed by the individual or by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid in the name of the individual for whom the bid is signed.
- B. Partners: Bids which are signed for a partnership shall be signed by all of the partners or in the firm name by an Attorney-in-fact. If signed by an Attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.
- C. Corporation: Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By_____."

Bids which are signed for a corporation shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal, if said corporation has a seal. If a bid signed for a corporation is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to the bid.

13. WITHDRAWAL OF BIDS

No bid received may be withdrawn after the scheduled time for receipt of bids for a period of 30 days after the scheduled time of receipt of bids without the consent of the City of Bettendorf. A bid may be withdrawn at any time prior to the scheduled time for

the receipt of bids by a bidder making a personal, telegraphic, or written request to withdraw same.

14. **FILING OF BIDS**

After bids are publicly opened and read aloud, they shall be placed on file in the office of the Community Development Director for public inspection and shall remain there.

15. **BASIS OF AWARD**

Award, if any, will be made on the following basis only:

A Single Contract

The City of Bettendorf reserves the right to delete one or more projects from the Contract if awards are made. The City of Bettendorf will make the award upon basis which, in the judgment of the City of Bettendorf, will be most advantageous to the City of Bettendorf and then only to the responsible bidder submitting the lowest secure bid upon the particular basis selected by the City of Bettendorf for the award of the Contract.

16. **BIDDER'S PROOF OF RESPONSIBILITY**

In order for a bidder to be considered for an award of a contract, the City of Bettendorf may require a bidder, so considered, to submit evidence that he has the necessary ability, facilities, and pecuniary resources to fulfill the conditions of the Contract. Such evidence shall consist of, but shall not be limited to the following:

- A. Bidder's performance bond.
- B. Address and description of bidder's physical plant or permanent place of business.
- C. An itemized list of bidder's equipment available for use on project.
- D. Name, address, and description of previously completed projects including names of individuals with whom bidder dealt and including amount of contract.

All such evidence submitted will be considered confidential information by the City of Bettendorf. Non-Iowa corporations shall submit proof to the City of Bettendorf, prior to the execution of a contract, of authorization by the Secretary of State to do business in Iowa.

17. NON-COLLUSION AFFIDAVIT

In order for a bidder to be considered for an award of a contract, the City of Bettendorf may require a bidder, so considered, to execute a "Non-Collusion Affidavit" on the form included elsewhere in these proposed contract documents.

18. AWARD OF CONTRACT

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City of Bettendorf contemplates awarding the contract) by the officer or agent of the City of Bettendorf duly authorized to give such notice.

19. EXECUTION OF CONTRACT DOCUMENTS

The successful bidder shall, within ten (10) calendar days after date of written notice of selection, enter into written contract with the City of Bettendorf on forms included with specifications, for performance of work awarded to him/her. Two (2) original counterparts of the Contract and Performance, Payment, and Maintenance Bond are required to be executed.

The Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation or promise made by representatives of City of Bettendorf or other persons.

20. TAXES

Iowa Sales or Use Tax shall be included in each bid. Successful bidder is subject to payment of Iowa income tax in amounts prescribed by law.

If the successful bidder is a non-Iowa partnership, individual, association, or corporation, he shall, prior to execution of a contract, post bond or securities with the Iowa State Revenue Department in the amount required by law.

21. PREFERENCE FOR LABOR AND MATERIALS AND CONTRACT REGISTRATION

The contractor to whom an award is made shall observe the laws of the State of Iowa with regard to preference for labor and materials, and registration of contractors.

22. This project involves properties that are being purchased as part of a Federal grant; therefore, regulations under 2 CFR Part 200 Appendix II must be adhered to (see attached regulations).

FORM OF PROPOSAL

TO: City of Bettendorf, Scott County, Iowa

The undersigned is familiar with local conditions affecting the cost of the work and with the proposed Contract Documents including the Notice to Bidders; Instructions to Bidders; Form of Proposal; Bid Bond; Non-Collusion Affidavit Form; Form of Contract; Performance and Payment Bond; Special Conditions; Supplemental General Conditions; Plans and Addenda Nos. ____, ____, and ____, the Contract Documents, all on file in the office of John Soenksen, Community Development Director of the City of Bettendorf.

The undersigned hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, necessary tools, expendable equipment and services, furnish and install all materials and equipment, pay all taxes, fees, and charges necessary to perform and complete in a workmanlike manner all of the work required as described in the Contract Documents in connection with **The Flood Grant Buyout Demolition Project** all in accordance with the contract documents therefore and in full compliance with all applicable codes, ordinances, statutes, and labor regulations, it being understood that all of the work is to be constructed complete in place, ready for use, and completed in all respects so as to accomplish the purpose for which the same is intended by the contract documents.

Base bid includes all work called for in the Contract Documents.

BASE BID

The bidder agrees to perform all work described in the Contract Documents for the following lump sum or unit prices:

**Demolition of all structures on properties in the flood zone property buyout area
in the City of Bettendorf, Iowa.**

ITEM	QUANTITY	DESCRIPTIVE TITLE	TOTAL PRICE
1.	1 EA	Razing and Removal of structures in the flood buyout area , Bettendorf, Iowa and related site work as specified.	
		PRICE PER STRUCTURE (not to exceed 22 structures)	\$ _____
		TOTAL BASE BID	\$ _____

The undersigned understands and agrees that the City of Bettendorf reserves the right to declare as irregular, not being responsive to the Notice to Bidders, any bid which has conditions or qualifying statements added thereto.

The undersigned understands and agrees that the City of Bettendorf reserves the unrestricted privilege of accepting or rejecting any and all bids and reserves the right to waive any informalities in the bidding.

Accompanying this proposal is a certified or cashier's check drawn upon an Iowa bank, or bank chartered under the laws of the United States, or a Credit Union Certified Share Draft drawn upon a Credit Union chartered under the laws of Iowa, in the amount of 10% of the bid quantity (amount) in U.S. dollars payable to the order of the City of Bettendorf or a properly executed Bid Bond in the amount of 10% of the bid quantity (amount) in U.S. dollars which it is agreed will be forfeited to the City of Bettendorf and the proceeds retained as liquidated damages if the undersigned fails to execute a Contract and furnish the required Performance, Payment, and Maintenance Bond within ten (10) days after being notified of the award of Contract.

If awarded a Contract, the undersigned agrees to commence work on the Contract no later than the date to begin work set forth in a written "Notice to Proceed" from the City of Bettendorf or its authorized representative, to the undersigned and to **complete the work** on or before:

45 days following contract award and signing of contract by all parties and the issuance of each individual notice to proceed.

The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the opening hereof.

INDIVIDUAL OWNER

(Address)

(Individual's Signature)

PARTNERSHIP

(Name of Partnership)

(Partner's Signature)

(Address)

(Partner's Signature)

(Partner's Signature)

(Partner's Signature)

CORPORATION

(Address)

(Name of Corporation)

By _____

(Corporation Seal)

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____
_____ as Principal, hereinafter called the
Principal, and _____
_____ a corporation,
hereinafter called the surety, and authorized to contract as Surety in Iowa, are held firmly bound
unto the City of Bettendorf, Scott County, Iowa a municipal corporation, as Obligee, hereinafter
called the City, in the full and just sum of _____
(\$ _____), for the payment of which sum will and truly be made, the said
Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the

The Flood Grant Buyout Demolition Project

NOW, THEREFORE, if the City shall accept the bid of the Principal, and the Principal shall
enter into a contract with the City within the time required after the notice of such award and in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or contract documents with good and sufficient surety for the faithful performance of
such contract and for the prompt payment of labor and materials furnished on the prosecution
therof, or in the event of the failure of the Principal to enter into such contract and give such
bond or bonds, if the Principal shall forfeit the full amount specified in said bidding or contract
documents in liquidation of damages sustained, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D. _____

IN THE PRESENCE OF:

(Witness)

(Witness)

_____ (Seal)

(Title)

_____ (Seal)
(Surety)

BY: _____
Attorney-In-Fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

Deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)
of _____, the Bidder who has submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or lawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 2020.

(Title)

My commission expires: _____

FORM OF CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2020, by and between the City of Bettendorf, Party of the First Part, hereinafter referred to as the "The City" and _____

Party of the Second Part, hereinafter referred to as the "Contractor".

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 Flood Grant Buyout Demolition Project** of THE CITY, all in strict accordance with the Contract Documents prepared by the Community Development Director for THE CITY. (Said Community Development Director for THE CITY may be referred to in these Contract Documents as the Owner). 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 computed as follows:

1124 Crestview Circle = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2528 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1128 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1106 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2430 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1040 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1124 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1116 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1108 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1310 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1030 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1026 Parkway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1119 Crestview Court = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

1036 Hawthorne Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2608 Greenway Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2412 Crestview Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2417 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2501 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2513 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2518 Holly Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

2604 Cypress Drive = remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rain water/drainage.

ENTIRE SITE:

With each individual demolition listed above: remove water, sewer, and gas utilities all to be abandoned at the mains. Fill and level (to existing pre-demolition elevations) the entire site to a minimum of 12 inches tillable soil. Backfill shall be clean fill, free of decomposing materials. All rock and stones greater than 6 inches in diameter shall be removed. Soil shall be placed in 12-inch lifts and compacted to 95% standard proctor density. All debris is to be removed to a licensed landfill. All applicable government permits must be acquired by contractor.

PROPERTY ADDITIONS AND DELETIONS:

If some of the property owners of the properties listed above choose to not participate in this project, the City may delete and or add properties at or near this general above area. This project will not involve more that twenty-two single-family residential structure all being located in or near the above general area.

Site preparation and seeding as specified.

NOTE: All structures are free of asbestos that has been abated/removed under separate contract.

NOTE: This project is funded by a Federal grant, and therefore provisions under 2 CFR Appendix II to Part 200 (included in these bid specifications) must be adhered to (see attached regulation).

Total Bid Price for entire project (all associated work) =

\$_____per property.

\$_____TOTAL PROJECT

ARTICLE III. PAYMENTS - Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

There are 22 properties involved in this project. The bid price is for the entire project (all 22 properties). The contractor may bill the City of Bettendorf at a rate of 1/10th of the total bid price following the completion of work on each of the 22 properties or, at the contractor's discretion, bill the city for the entire bid price following completion of all work on all properties.

ARTICLE IV. CONTRACT TIME - Work under this Contract shall commence no later than the date to begin work set forth in a written Notice to Proceed from THE CITY or its authorized representative to the Contractor. The Contractor shall **complete all work** under this contract prior to **45 days following the award of contract and the signing of contract by all parties and the issuance of each individual "notice to proceed" for the structures in the flood zone buyout area**, said date being the "Contract Completion Date" or "Time of Completion."

The work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and THE CITY that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE V. LIQUIDATED DAMAGES - It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses between the Contract Completion Date and the date on which the work covered by such Contract is actually completed, including the removal of all plant and obstructions from the site of such work, the Contractor shall pay to THE CITY as liquidated damages and not as a penalty,

the sum of Five Thousand Dollars and No Cents (\$5,000.00) per calendar day. The total amount so payable by the Contractor as liquidated damages either may be deducted from any monies due or payable to the Contractor by THE CITY or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to THE CITY. Such liquidated damages shall be payable to reimburse or compensate, at least in part, THE CITY for (1) the administration of the work covered by such contract or contracts beyond the Contract Completion Date, including the additional expense to THE CITY for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of THE CITY (and the general public) to use the improvement being constructed from and after such Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by THE CITY directly as a result of the failure to complete the work covered by such contract on or before the Contract Completion Date.

ARTICLE VI. COMPONENT PARTS OF THIS CONTRACT - That the Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

- Notice to Bidders
- Instructions to Bidders
- Form of Proposal
- Bid Bond
- Non-Collusion Affidavit
- Contract
- Performance, Payment, and Maintenance Bond
- Supplemental Specifications – Seeding

This project involves properties that are being purchased as part of a Federal grant; therefore, regulations under Supplemental Specifications: Part 200 Appendix II must be adhered to (attached).

Above components are complementary and what is called for by one shall be as binding as if called for by all.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the date first written above.

CONTRACTOR

By _____

Title

ATTEST:

Title

The City of Bettendorf

Mayor

ATTEST:

City Clerk

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor in executing the contract shall follow the following requirements:

If the Contractor be a corporation, the following certificate should be executed:

I _____ certify that I am the _____ Secretary of the corporation named as Contractor hereinabove, that _____ who signed the foregoing contract on behalf of the contractor was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

If the Contract be signed by the secretary of the Corporation, the above certificate should be executed by some other officer of the corporation, under the Corporate Seal. In lieu of the foregoing certificate there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the Corporate Seal to be true copies.

If the Contractor should be operating as a partnership, each partner should sign the contract. If the contract is not signed by each partner, there should be attached to the contract a duly authenticated power of attorney, evidencing the signer's (signers') authority to sign such a contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the contract, and the contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

In witness whereof, the parties herto 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, Iowa

Robert S. 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.

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____, as Principal, (hereinafter called "Contractor") and

_____ as Surety, (hereinafter called "Surety"), are held and
firmly bound unto the City of Bettendorf, Iowa, as Obligee, (hereinafter called "City"), in the amount of

_____.
(\$_____) for the payment of which sum of money we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, entered into a contract with
City for the _____, which agreement is by reference made a part
hereof, and is hereinafter referred to as "the Contract", and

WHEREAS, the Contractor is required to furnish a Performance, Payment, and Maintenance Bond in
connection with said Contract pursuant to the terms and provisions as set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that:

1. If Contractor shall in all respects well and truly keep and perform the said Contract on Contractor's
part in accordance with the terms and provisions of all of the Contract documents comprising said
Contract, and in the time and manner therein prescribed; and,
2. If the Contractor shall pay all persons, firms or corporations having contracts directly with the
Contractor, or with subcontractors, all just claims due them for labor performed, materials
furnished, or transportation supplied in the performance of the Contract on account of which
this bond is given, when the same are not satisfied out of the portion of the Contract price
which the City is required to retain until completion of the Contract (but the Contractor and his
Sureties shall not be liable to said persons, firms, or corporations unless the claims of said
claimants against said portion of the contract price have been established as provided by the
laws of the State of Iowa); and,
2. If the Contractor shall keep all related items in accordance with the Instructions to Bidders in good
condition as intended by their original design and the contract documents for one (1) year which
may become out of repair due to defects in workmanship or material, then this obligation shall be
null and void, otherwise it shall remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to
consent without notice;

1. To any extension of time beyond the contract completion date necessary for the Contractor to
perform the Contract.

2. To any change in the plans, specifications or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only to such excess increase.
3. To comply with all of the provisions of Chapter 573, Code of Iowa.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

(CONTRACTOR) (SEAL)

(WITNESS)

By: _____
(TITLE)_____

(SURETY) (SEAL)

(WITNESS)

By: _____
(TITLE)_____

(ADDRESS)

SUPPLEMENTAL SPECIFICATION SEEDING

DESCRIPTION OF WORK

This supplemental specification includes all labor, materials and equipment necessary for placement and maintenance for all seeding.

SUBMITTALS

- A. Submit certification of products to the Community Development Director prior to seed placement;
 - 1. Seed: Submit a mechanically-printed seed tag from an Iowa Crop Improvement Association approved seed conditioner or grower. Submit a laboratory analysis for all seeds, specifying the purity and germination. Provide forty eight (48) hours notice prior to mixing the seed and give the Community Development Director or his representative an opportunity to witness the seed mixing.
 - 2. Fertilizer: Submit certification of the fertilizers analysis with scale weight and statement of guaranteed analysis. Submit from a certified fertilizer dealer, a mechanically-printed commercial fertilizer label or bill of lading. All fertilizer will meet the inspection and acceptance requirements of Iowa DOT I.M. 469.03.

DELIVERY, STORAGE, AND HANDLING

- A. Packaged materials shall be delivered in original, unopened, and undamaged containers.
- B. Store and protect materials off ground to prevent wetting, damage and deterioration.
- C. Seed shall not be mixed or blended except in the presence of the Community Development Director or his representative.

SCHEDULING

- A. Coordinate the seeding schedule with all other work on the project. Notify the Community Development Director at least two (2) days prior to the start of seeding operations.
- B. Perform seeding operations after all land-disturbing activity is completed for the entire project or within each phase of the project as specified in the Contract Documents and after the seedbed has been approved by the Community Development Director or his representative for the entire project.

ACCEPTANCE

- A. Acceptance will occur, provided seeded areas are in a live, healthy, growing and well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.
- B. Projects will be accepted no sooner than 60 days from the date that all activities were completed. However, the Contractor shall guarantee growth; (1) until May 15 of the following year if seeding operations are conducted after August 10 and/or; (2) until November 30 if seeding operations are conducted prior to August 10. Should undesirable growth be present as stipulated in paragraph A above, as determined by the Community Development Director, the Contractor shall reseed at contractor's expense.

Seeding shall include chemical spray applications, watering and flexible growth medium applications for contractors use and at his discretion to ensure proper growth.

PRODUCTS

This section includes both temporary and permanent seeding.

- A. Provide fresh, clean, new crop, certified seed complying with tolerance for germination and purity and free of poa annua, bent grass, and noxious weed seed. Furnish all seeds, including grass, legume, forbs, and cereal crop seeds, from an established seed dealer or certified seed grower. All materials and suppliers are to Follow Iowa Seed Law and Iowa Department of Agriculture and Land Stewardship regulations, and be labeled accordingly.
- B. Mix seed to the specified proportions by weight by methods approved by the Community Development Director.
- C. Seed Quality: Ensure the seed provided meets or exceeds the minimum requirements of purity and germination stated on an analysis document that specifies quality. Approval of all seed for use will be based on the accumulated total of Pure Live Seed (PLS) for each phase of work. PLS is obtained by multiplying purity time's germination of native grasses exceed the minimum required; adjust the application rate based on PLS.

If the seed does not comply with minimum requirements for purity and germination and such seed cannot be obtained, the Community Development Director may approve use of the seed on a basis of PLS or may authorize a suitable substitution specified.

- D. Requirements on containers:
 - 1. Seed: Provide seed with a tag on each container. The seed analysis on the label shall be mechanically printed.
 - 2. Tackifier: Provide tackifier packaged in new labeled containers.
 - 3. Inoculant: Use inoculants that have a manufacturer's container, indication the specific legume seed to be inoculated and the expiration date. All inoculants must meet requirements of the Iowa Seed Law. Follow precautions specified on the product label.
 - 4. Sticking Agent: Use a commercial sticking agent recommended by the manufacturer of the inoculant, for quantities less than 50 pounds, the sticking agent separately prior to application of inoculants. Follow safety precautions specified on the product label.
- E. Seed Quality: Seed shall meet or exceed the following minimum requirements or purity and germination stated on the certified blue tag.

The Contractor shall submit cultivars of Bluegrass and Perennial Ryegrass for approval by the Community Development Director.

- F. Seed Mixtures: The following is the seed mixture that is to be used for this project. The Contractor may submit a modification of the mixtures for the Community Development Director's consideration.

<u>Type 1 Mixture</u>	<u>Application Rate lb/acre</u>
Kentucky Bluegrass Cultivar ¹	65
Kentucky Bluegrass Cultivar ¹	65
Kentucky Bluegrass Cultivar ¹	65
Creeping Red Fescue	25
Perennial Ryegrass Cultivar ²	25
Perennial Ryegrass Cultivar ²	25
Perennial Ryegrass Cultivar ²	25
Perennial Ryegrass Cultivar ²	25
Total:	320

Seeding Dates: April 1 - October 30.

- (1) Choose three different cultivars of Kentucky Bluegrass, at 65 pounds/acre each
- (2) Choose four different cultivars of Perennial Ryegrass, at 25 pounds/acre each

The permitted varieties of Perennial Ryegrass shall include the following (Certified varieties) or approved equal: *Monterey II, Grand Slam, Caddieshack II, Revenge GLX*

<u>Type 2 Mixture</u>	<u>Application Rate lb/acre</u>
Fescue or Fawn	65
Ryegrass (perennial)	45
Birdsfoot Trefoil (Empire)	5
Annual Ryegrass	40

Seeding Dates: April 1 – October 30

From October 31 – March 31 site(s) will be stabilized with 2 inches of straw covering all exposed soil. Straw will be removed March 31, and seeding will proceed throughout the above time period.

Sticking agent will not be required for the stabilization crop seed.

All legumes specified for stabilization crop seed shall be treated with inoculants prior to mixing with the remainder of the seed mixture.

- G. Fertilizer: Apply a 13-13-13 or approved equal chemically-combined commercial fertilizer at a rate of 400 pounds per acre.
 1. Apply fertilizer after shaping and fine grading and prior to the combined tillage and rock removal operations. On areas inaccessible to machinery, the fertilizer shall be spread prior to tillage and cultivated seedbed preparation and uniformly mixed into the one and one-half (1 ½) inches of topsoil.

2. Fertilizer shall be spread with a mechanical spreader or sprayer uniformly to all areas to be seeded at the minimum rate specified. The fertilizer shall be tilled into the soil to a minimum depth of three (3) inches.

H. RE-SEEDING:

1. When all work related to seeding and fertilizing, and/or mulching has been completed on an area, and is washed out or damaged, re-seed, fertilize, and/or mulch the area as necessary, at the Contractor's expense.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. ***Davis-Bacon Act is not applicable to Disaster grant funding***

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



COUNCIL LETTER

MEETING DATE: February 4th, 2020

REQUESTED BY: Kathleen Richlen

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

Resolution approving the job description and recruitment process for the Community Development Director position.

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

Due to the retirement of John Soenksen in March, 2020, the Community Development Director position will be vacant.

Staff has reviewed and updated the current Community Development Director job description so that it would represent the duties handled by this position.

This is a Full Time Department Head position, at a 216 pay grade. The salary range for this position is \$86,762.00 to \$138,959.00 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
Job Description

RESOLUTION - 20

**RESOLUTION APPROVING THE JOB DESCRIPTION AND RECRUITMENT
PROCESS FOR THE COMMUNITY DEVELOPMENT DIRECTOR POSITION
FOR THE CITY OF BETTENDORF**

WHEREAS, current Community Development Director is retiring in March, 2020,
therefore leaving the position vacant; and,

WHEREAS, staff reviewed current Community Development Director job description
and updated to reflect the duties and requirements of the position; and,

WHEREAS, City Council wishes to approve the job description and recruitment process
for the Community Development Director position for the City of Bettendorf

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf,
Iowa that the Community Development Director job description and recruitment process
is hereby approved.

PASSED, APPROVED and ADOPTED this 4th day of February, 2020.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

JOB DESCRIPTION

Title: Director, Community Development
FLSA: Exempt
Pay Grade: 216
Department: Community Development
Position #: 40000

GENERAL SUMMARY

Directs and manages the City's Community Development Department, Inspection Services Division and Code Enforcement. Plans, organizes and directs the City's community development activities, including planning, zoning, economic development, inspection, housing, land use and code enforcement. Administers the overall development plan, researches and evaluates changes, and recommends modifications as appropriate. Serves as the planning resource to City Council and interprets development codes and ordinances to other City departments and the general public.

PRIMARY RESPONSIBILITIES and DUTIES

1. Directs the City's Community Development department, Inspection Services division and Code Enforcement. Develops policies and procedures designed to increase the efficiency and effectiveness of the department.
2. Oversees administration of Flood Management Program.
3. Plans and develops the overall community development plans and models for the City; adjusts or revises plans as necessary. Responsible for coordinating the Planning and Zoning Commission and Board of Adjustment. Reviews and recommends modifications or additions to the Land Use Plan.
4. Coordinates the adoption and implementation of the City's Comprehensive Plan.
5. Reviews and recommends changes to various department related codes and ordinances.
6. Develops and delivers presentations and attends meetings, conferences and workshops.
7. Directs and oversees Census activities in the City including yearly updates.
8. Responsible for the department's annual budget; advises City Administrator, Mayor, City Council and City department on relative projects and programs.
9. Implements and monitors long-term plans, goals and objectives focused on achieving the City's mission/vision and Council priorities.

10. Serves as City representative on various boards relating to Community Development, i.e. Section 8 Housing Program, Scott County Housing Council, etc.
11. Presents, implements, and administers a variety of economic development programs which are responsive to the identified needs.
12. Works with city, county, state and federal agencies and groups in order to initiate or modify legislation to meet planning needs.
13. Works with other City departments in order to coordinate planning projects and/or to interpret codes or ordinances.
14. Serves as the resource for the City Council in the area of community development, investigating proposed development projects, interpreting and enforcing existing ordinances or codes and evaluating the overall development plan.
15. Manages, schedules, trains, assigns work to and evaluates the work performance of staff in the Community Development department.
16. Drafts and designs development models, assists on special projects, and performs other related job responsibilities as required.
17. Responsible for proper functioning of Planning and Building Inspection Services.
18. Plans and coordinates meetings for neighborhood and community groups on planning related matters.
19. Administers all related grant programs. Reviews information concerning potential funding sources, determines compatibility of funding source objectives with City needs and goals and directs the City's response to grant applications.
20. Performs other duties as assigned.

KNOWLEDGE, SKILLS, and ABILITIES REQUIRED

Education: Requires a professional level of knowledge normally acquired through completion of a Bachelor's degree in Urban Planning, Public Administration, or related discipline.

Experience: Requires a minimum five years work experience in Community Development as a Planner, as well as a minimum of three years in a supervisory position. Requires knowledge of urban planning, community and economic development, municipal zoning practices and procedures and code enforcement.

Interpersonal Skills: This job requires contact with a wide range of publics, including City Council governmental agencies and groups, developers, and others; required to represent the City and to interpret development plans, codes and ordinances. Ability to

present technical information clearly and concisely to community groups, city officials and public.

Analytical Ability: The job requires a high level of problem-solving skills in order to maintain an economically viable development plan which adheres to established ordinances and codes; is responsive to community needs; provides for continued growth. Must be able to manage diverse and numerous projects and problems simultaneously.

Working Conditions: Requires the ability to work in a normal office environment with irregular and extended hours. Exposed to the political sensitivities of elected and/or appointed officials.

REPORTING RELATIONSHIPS

Reports to: City Administrator

Supervises: Building Division Manager/Plans Examiner, City Electrician, City Planner,
Code Enforcement Officials, Inspectors, Administrative Assistant

Approval Review

Employee_____

Department Head_____

Personnel_____

Effective Date_____

January, 2020



COUNCIL LETTER

MEETING DATE: February 4th, 2020

REQUESTED BY: Kathleen Richlen

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

Resolution approving the job description and recruitment process for the FEMA Flood Buyout Coordinator position in the Community Development Department.

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

Within the next several weeks and continuing for the next three years, numerous items must be addressed and coordinated with FEMA regarding the flood mitigation grant monies that Bettendorf was awarded. This will encompass the time period involving the transition to a new Community Development Director and Flood Zone Manager. FEMA has awarded \$74,880 to the city for the purpose of hiring a coordinator to manage the flood grant related items. This temporary position is funded 100% with Federal funds; local match dollars are not required. Staff is requesting approval of the related job description and to start the recruitment process for the position.

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

This position will be 100% funded by FEMA. No local match money will be required.

List Attachments:

Resolution
Job Description

**RESOLUTION APPROVING THE JOB DESCRIPTION AND RECRUITMENT
PROCESS FOR THE FEMA FLOOD BUYOUT COORDINATOR POSITION IN
THE COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, The City of Bettendorf has been awarded a flood grant authorizing the purchase of up to twenty-two residential properties and a coordinator is needed to oversee the day-to-day operations for said grant, and

WHEREAS, staff created the job description based on the duties required for this position; and,

WHEREAS, City Council wishes to approve the job description and recruitment process for the FEMA Flood Buyout Coordinator position for the Community Development Department

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the FEMA Flood Buyout Coordinator job description and recruitment process is hereby approved.

PASSED, APPROVED and ADOPTED this 4th day of February, 2020.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

Title: FEMA Flood Buyout Coordinator
FLSA: Non-exempt Temporary Position
Department: Community Development Department

GENERAL SUMMARY

Handle all aspects of the coordination of the flood buyout program (post-award) including procuring contractors, handling purchase offer negotiations, serve as City representative for closings, supervising demolition sites and document all necessary site activities and photos to fulfill the daily requirements of the program. Position will also manage individual property sites from purchase until the site is “open space compliant”. Submit grant documents such as quarterly reports, reimbursement request and project closeout certification. Maintains complete and accurate records of all work related to the flood buyout program.

Education: Requires a professional level of knowledge normally acquired through completion of two years of college.

Experience: Requires a minimum of two years experience in an administrative setting with the use of computer, Microsoft products.

This position is a temporary position based on FEMA funding and is under the direct supervision of the Community Development Director.



MEETING DATE: February 4, 2020

REQUESTED BY: Steve Knorrek

COUNCIL LETTER

ITEM TITLE:

Resolution authorizing the purchase of one (1) 2020 Ford Super Duty F-350, not to exceed \$36,766.

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

This request is for the purchase of one (1) Ford Super Duty F-350.

Admin 3 was due for replacement in 2014 via the vehicle replacement schedule.

Admin 3, assigned to the fire suppression division, is a job specific vehicle and currently the only one in our fleet. This vehicle is the primary tow vehicle for the department's boat and trailers, used as the department's utility vehicle for equipment, and transport vehicle for personnel callback, volunteer response, and Mabas 43 deployment operations.

Maintenance costs have drastically risen over the past years with additional repairs needed with continued use.

The Vehicle Replacement Committee agreed to approve the request to purchase this vehicle.

The department received bids from three Ford dealerships. Lindquist Ford was low bidder at \$36,766.

No maintenance contract will be purchased.

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

None

List Attachments:

Resolution
Bids

RESOLUTION NO. _____-20

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1)
FORD SUPER DUTY F-350**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the Fire Chief be authorized to purchase one (1) 2020 Ford Super Duty F-350 from Lindquist Ford, not to exceed \$36,766.

Passed, Approved, and Adopted this 4th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

CNGP530

VEHICLE ORDER CONFIRMATION

01/16/20 16:57:17

==>

Dealer: F41200

2020 F-SERIES SD

Page: 1 of 2

Order No: Z444 Priority: C1 Ord FIN: QS081 Order Type: 5B Price Level: 035

Ord PEP: 610A Cust/Flt Name: BETT FD

PO Number:

RETAIL

RETAIL

W3B F350 4X4CREW/CS \$41625
160" WHEELBASE
JS ICONIC SILVER
4 CLTH 40/CNSL/40 615
S MEDIUM EARTH GR
610A PREF EQUIP PKG
.XL TRIM
572 .AIR CONDITIONER NC
.AMFM/MP3/CLK
996 .6.2L EFI V8 ENG NC
44G 10-SPD AUTOMATC NC
TDX LT275/70BSWAT18 265
X37 3.73 REG AXLE NC
90L PWR EQUIP GROUP 1125

TRAILER TOW PKG
FLEET SPCL ADJ NC
17S STX APPEAR PKG 1825
.CRUISE CONTROL
.BRIGHT GRILLE
.CST ALUMINUM-18
18B PLAT RUNNING BD 445
11300# GVWR PKG

TOTAL BASE AND OPTIONS 50275

TOTAL 50275

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

CNGP530

VEHICLE ORDER CONFIRMATION

01/16/20 16:57:34

==>

Dealer: F41200

2020 F-SERIES SD

Page: 2 of 2

Order No: Z444 Priority: C1 Ord FIN: QS081 Order Type: 5B Price Level: 035

Ord PEP: 610A Cust/Flt Name: BETT FD

PO Number:

RETAIL

RETAIL

21D TONNEAU SFT FLD \$525
425 50 STATE EMISS NC
43C 110V/400W OUTLT NC
512 SPARE TIRE/WHL2 NC
53W 5TH WHL PREP 500
TELE TT MIR-PWR
59H HI MNT STOP LMP NC
JACK
66S UPFITTER SWTCH 165
67E 240 AMP ALTRNTR 85
76S REMOTE START 250
85S TOUGH BED 595
86M DUAL BATTERY 210
913 SYNC 3 450
SP DLR ACCT ADJ

SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
DEST AND DELIV 1595

TOTAL BASE AND OPTIONS 50275

TOTAL 50275

THIS IS NOT AN INVOICE

36,766

F7=Prev

Lindquist

Prepared for: , Bettendorf Fire Dept

2020 F-350 4x4 SD Crew Cab 8' box 176" WB DRW XL (W3D)

Price Level: 25



Client Proposal

Prepared by:

Gerry Swan

Office: 563-326-4011

Quote ID: Bett

Date: 01/03/2020

\$39,360



Courtesy Ford Trucks | 3921 West River Drive, Davenport, Iowa, 528022415
Office: 563-326-4011

Prepared for:

Bettendorf Fire Dept

Prepared by: Gerry Swan

01/03/2020



Courtesy Ford Trucks | 3921 West River Drive Davenport Iowa | 528022415

2020 F-350 4x4 SD Crew Cab 8' box 176" WB DRW XL (W3D)

Price Level: 25 | Quote ID: Bett

, Bettendorf Fire Dept

Re: Quote ID Bett 01/03/2020

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely, Gerry Swan

Gerry Swan

Commercial/fleet

563-326-4011

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Bettendorf Fire Dept

Prepared by: Gerry Swan

01/03/2020



Courtesy Ford Trucks | 3921 West River Drive Davenport Iowa | 528022415

2020 F-350 4x4 SD Crew Cab 8' box 176" WB DRW XL (W3D)

Price Level: 25 | Quote ID: Bett

As Configured Vehicle**Description****MSRP****Base Vehicle**

Base Vehicle Price (W3D)

\$43,305.00

Packages

Order Code 620A

N/C

Includes:

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Flex-Fuel badge on fleet orders only.
- Transmission: TorqShift 10-Speed Automatic
Includes SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow.
- Limited Slip w/3.73 Axle Ratio
- GVWR: 14,000 lb Payload Package
- Tires: LT245/75Rx17E BSW A/S (6)
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.

Powertrain

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Included

Flex-Fuel badge on fleet orders only.

Transmission: TorqShift 10-Speed Automatic

Included

Includes SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow.

Limited Slip w/3.73 Axle Ratio

Included

GVWR: 14,000 lb Payload Package

Included

Wheels & Tires

Tires: LT245/75Rx17E BSW A/S (6)

Included

Wheels: 17" Forged Polished Aluminum

Included

*Includes bright hub covers/center ornaments (4 aluminum outer and 2 steel inner).***Other Options**

176" Wheelbase

STD

STX Appearance Package

\$1,825.00

*Includes STX fender vent badge.**Includes:*

- Bright Chrome Grille
- Bright Hub Covers
- Chrome Front Bumper
- Chrome Rear Step Bumper
- Steering Wheel-Mounted Cruise Control
- Wheels: 17" Forged Polished Aluminum
Includes bright hub covers/center ornaments (4 aluminum outer and 2 steel inner).

Power Equipment Group

\$1,125.00

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Prepared for:

Bettendorf Fire Dept

Prepared by: Gerry Swan

01/03/2020

Courtesy Ford Trucks | 3921 West River Drive Davenport Iowa | 528022415



2020 F-350 4x4 SD Crew Cab 8' box 176" WB DRW XL (W3D)

Price Level: 25 | Quote ID: Bett

As Configured Vehicle (cont'd)

Description	MSRP
Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass - Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack - Includes SecurILock Passive Anti-Theft System (PATs) and Inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows - Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	
5th Wheel/Gooseneck Hitch Prep Package	\$500.00
Includes 5 pickup bed attachment points with plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall. 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible with the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only). The prep package is also compatible with Reese Signature Series 5th wheel hitch kits updated with a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only). The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box). NOTE: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups. The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis. When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees. Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns. Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only with the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box).	
Tough Bed Spray-In Bedliner	\$595.00
Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.	
Monotone Paint Application	STD
110V/400W Outlet	Included
Requires Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).	
Includes 1 in-dash mounted outlet. Includes: - 200 Amp Alternator	
Remote Start System	\$250.00
Radio: AM/FM Stereo w/MP3 Player	Included
Includes 4 speakers.	
SYNC 3 Communications & Entertainment System	\$450.00
Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB-C ports. NOTE: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software. Includes: - 110V/400W Outlet - Includes 1 in-dash mounted outlet. - 200 Amp Alternator	
Soft Folding Tonneau Pickup Box Cover (Pre-Installed)	\$525.00
Emissions	
50-State Emissions System	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Bettendorf Fire Dept

Prepared by: Gerry Swan

01/03/2020

Courtesy Ford Trucks | 3921 West River Drive Davenport Iowa | 528022415



2020 F-350 4x4 SD Crew Cab 8' box 176" WB DRW XL (W3D)

Price Level: 25 | Quote ID: Bett

As Configured Vehicle (cont'd)

Description	MSRP
Interior Colors	
Medium Earth Gray	N/C
Primary Colors	
Oxford White	N/C
Fleet Options	
Cloth 40/Mini-Console/40 Front Seat (Fleet) <i>includes driver's side manual lumbar.</i>	\$615.00
SUBTOTAL	\$49,190.00
Destination Charge	\$1,595.00
TOTAL	\$50,785.00

DISC 11,425
39,360

Plus ANY TAX, lic
TITLE FEES

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Deery Brothers 10-8 Series

Bettendorf Fire Department

Matt Lawson,

Thank you for the opportunity to bid this project for you.
Please see the following two quotes for your Silverado response vehicle.

Option A

Deery Brothers will supply One (1) 2020 Silverado 3500 Crew cab 4wd Diesel per attached set of specifications.

MSRP	\$60,990.00	
Your Government discount investment will be		\$47,266.00

Option B

Deery Brothers will supply One (1) 2020 Silverado 3500 Crew cab 4wd Gas per attached set of specifications.

MSRP	\$51,185.00	
Your Government discount investment will be		\$38,637.00

Option C

Deery Brothers will supply One (1) 2020 Ford F350 Crew cab 4wd Diesel per attached set of specifications. Includes running boards

MSRP	\$61,205.00	
Your Government discount investment will be		\$47,283.00

Option D

Deery Brothers will supply One (1) 2020 Ford F350 Crew cab 4wd Gas per attached set of specifications. Includes running boards

MSRP	\$50,325.00	
Your Government discount investment will be		\$38,028.00

Customer may add or delete the following options.

- | | |
|--|-----------|
| ☐ Access cover | \$ 495.00 |
| ☐ Rust and under coating | \$ 695.00 |

Deery Brothers 10-8 Series

- | | |
|---|--------------------------|
| ○ Linex | \$ 495.00 |
| ○ Delete gooseneck 5 th wheel prep package | -\$ 1,200.00 |
| ○ Delete Aluminum Wheels | -\$ 572.00 |
| ○ Delete Safety package | -\$ 950.00 |
| ○ Custom lettering and stripping allowance | \$ 1,500.00 |
| ○ Radio and light warning package | Racom will send separate |

Customer signature_____

If you have any questions please feel free to contact me.

Jeff Kromrie

515-777-8028



COUNCIL LETTER

MEETING DATE: February 4, 2020

REQUESTED BY: Keith Kimball

ITEM TITLE: Resolution approving the purchase of eight (8) in-vehicle camera/recording systems and three (3) camera/recording systems for interview rooms for the Police Department and services/materials to complete the installation of the above systems.

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

In 2019, WatchGuard was chosen by the police department as its new vendor for its body-camera, in-car video and interview room recording system. The change was necessitated by existing systems reaching end-of-life, reliability issues and lack of support from the prior vendor. Older systems still in use are experiencing reliability issues and it has become desirable to eliminate redundant back office systems. Reliable video recording systems are a necessity in day-to-day police department functions and completing the switchover to a single provider will streamline operations.

Partial funding for this project was provided under prior council resolution 180-19. With this funding and grant assistance, we were able to complete the back-office (storage), purchase new body cameras and install new equipment in five vehicles.

Working with the finance department during the budget process for the upcoming year it was determined that we had funding remaining from this prior allocation. Also, additional funds remain in the electronic/vehicle replacement funds in the current budget year. The police department also proposes using \$30,000 in seizure/forfeiture money to support this project. By using these existing sources of funding, we are substantially reducing the necessary request for the upcoming budget years.

After this allocation the department will only have four remaining in-car video systems to replace during the next budget year. This will be completed during regular vehicle replacement and all video systems will be changed over by the end of next fiscal year. This will speed up the elimination of redundant back-office systems and license fees.

This resolution requests a total of \$70,000 with the follow allocations.
\$62,970.00 for WatchGuard to provide in-car and interview room recording systems,
\$5,000.00 for Racom to provide installation of eight in-car video systems
\$2,030.00 to provide installation materials/labor for interview room systems.

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

Use of forfeiture funding along with existing electronic and vehicle replacement funds.

List Attachments

Resolution

RESOLUTION NO. - 20

**RESOLUTION APPROVING THE PURCHASE OF EIGHT (8)
IN-VEHICLE CAMERA/RECORDING SYSTEMS AND THREE (3)
CAMERA/RECORDING SYSTEMS FOR INTERVIEW ROOMS
FOR THE POLICE DEPARTMENT AND SERVICES/MATERIALS
TO COMPLETE THE INSTALLATION OF THE ABOVE SYSTEMS**

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Chief of Police be authorized to purchase eight in-vehicle camera/recording systems and three camera/recording systems for interview rooms for the police department and services/materials to complete the installation of the above systems

PASSED, APPROVED, and ADOPTED this February 4, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: February 4, 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 LIQUOR LICENSE RENEWALS FOR DOLLAR GENERAL STORE #1797; DOLLAR GENERAL STORE #10776; HOP N SHOP MART; FAREWAY STORES, INC. #44; AND QC MART (CENTRAL AVE LOCATION); AND A NEW LIQUOR LICENSE FOR D'LUFA FUSION CUISINE & BAR.

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 APPROVING LIQUOR LICENSE RENEWALS FOR
DOLLAR GENERAL STORE #1797; DOLLAR GENERAL STORE #10776;
HOP N SHOP MART; FAREWAY STORES, INC. #44; AND QC MART
(CENTRAL AVE LOCATION); AND A NEW LIQUOR LICENSE FOR
D'LUA FUSION CUISINE & BAR**

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 4th day of February, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Applicant License Application (BC0029909)

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store #1797</u>		
Address of Premises: <u>1224 STATE ST</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 355-5751</u>		
Mailing <u>100 Mission Ridge</u>		
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37072</u>

Contact Person

Name <u>Caleb Barton</u>	
Phone: <u>(615) 855-4000</u>	Email <u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/01/2020

Expiration Date: 02/28/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

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

Ownership

Dollar General Corporation

First Name: <u>Dollar</u>	Last Name: <u>General Corporation</u>
City: <u>Goodlettsville</u>	State: <u>Tennessee</u> Zip: <u>37027</u>
Position: <u>N/A</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Lawrence Gatta

First Name: <u>Lawrence</u>	Last Name: <u>Gatta</u>
City: <u>Brentwood</u>	State: <u>Tennessee</u> Zip: <u>37027</u>
Position: <u>Non-Member Manager</u>	
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>

Jason Reiser

First Name: <u>Jason</u>	Last Name: <u>Reiser</u>
City: <u>Nashville</u>	State: <u>Tennessee</u> Zip: <u>37212</u>

Position: Non Member Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

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 (BC0029910)

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store #10776</u>		
Address of Premises: <u>2302 SPRUCE HILLS DR</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52772</u>
Business <u>(563) 344-0212</u>		
Mailing <u>100 Mission Ridge</u>		
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37072</u>

Contact Person

Name <u>Caleb Barton</u>	
Phone: <u>(615) 855-4000</u>	Email <u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/01/2020

Expiration Date: 02/28/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

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

Ownership

Dollar General Corporation

First Name: <u>Dollar</u>	Last Name: <u>General Corporation</u>
City: <u>Goodlettsville</u>	State: <u>Tennessee</u> Zip: <u>37027</u>
Position: <u>N/A</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Lawrence Gatta

First Name: <u>Lawrence</u>	Last Name: <u>Gatta</u>
City: <u>Brentwood</u>	State: <u>Tennessee</u> Zip: <u>37027</u>
Position: <u>Non-Member Manager</u>	
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>

Jason Reiser

First Name: <u>Jason</u>	Last Name: <u>Reiser</u>
City: <u>Nashville</u>	State: <u>Tennessee</u> Zip: <u>37212</u>

Position: Non Member Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

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 (BC0030720)

Name of Applicant: Y R INC

Name of Business (DBA): Hop N Shop Mart

Address of Premises: 931 State St.

City Bettendorf

County: Iowa

Zip: 52722

Business (563) 214-5146

Mailing 931 State St.

City Bettendorf

State IA

Zip: 52722

Contact Person

Name Yam Thapa

Phone: (302) 690-5477

Email

hopnshop931@gmail.com

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/01/2020

Expiration Date: 02/28/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Yam Thapa

First Name: Yam

Last Name: Thapa

City: BETTENDORF

State: Iowa

Zip: 52722

Position: Manager

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date

Temp Transfer Expiration Date:

Applicant License Application (LE0001628)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #044</u>		
Address of Premises: <u>3800 Belmont Road</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 332-0655</u>		
Mailing <u>2300 Industrial Park Road</u>		
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name <u>Tracey L. Wilson</u>	
Phone: <u>(515) 433-5336</u>	Email <u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 03/22/2020

Expiration Date: 03/21/2021

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Status of Business

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

Ownership

Fred E. Vitt Control Trust

First Name: <u>Fred E.</u>	Last Name: <u>Vitt Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>
Position: <u>Trust</u>		
% of Ownership: <u>10.87%</u>	U.S. Citizen: <u>Yes</u>	

Garrett S Piklapp

First Name: <u>Garrett S</u>	Last Name: <u>Piklapp</u>	
City: <u>Huxley</u>	State: <u>Iowa</u>	Zip: <u>50124</u>
Position: <u>Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Fareway Control Trust

First Name: <u>Fareway</u>	Last Name: <u>Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>

Position: Trust

% of Ownership: 55.88%

U.S. Citizen: Yes

**Various Individuals & Trust each
holding less than 5%**

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.25%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 03/22/2020

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (BC0030723)

Name of Applicant: <u>bethany enterprises, inc</u>		
Name of Business (DBA): <u>gc marts</u>		
Address of Premises: <u>2620 central avenue</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business <u>(563) 232-1020</u>		
Mailing <u>101 woodland road</u>		
City <u>milan</u>	State <u>IL</u>	Zip: <u>61264</u>

Contact Person

Name <u>bill ernst</u>	
Phone: <u>(563) 332-2408</u>	Email <u>bernst2001@yahoo.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/15/2020

Expiration Date: 03/14/2021

Privileges:

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

william m ernst

First Name: <u>william m</u>	Last Name: <u>ernst</u>	
City: <u>bettendorf</u>	State: <u>iowa</u>	Zip: <u>52722</u>
Position: <u>president</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company:	
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>D'Lua LLC</u>		
Name of Business (DBA): <u>D'Lua Fusion Cuisine & Bar</u>		
Address of Premises: <u>5185 18 st.</u>		
City <u>Bettendorf</u>	County: <u>Scott</u>	Zip: <u>52722</u>
Business	<u>(309) 644-1708</u>	
Mailing	<u>610 45th Street</u>	
City <u>Rock Island</u>	State <u>IL</u>	Zip: <u>61201</u>

Contact Person

Name	<u>Judith Mariscal</u>		
Phone:	<u>(309) 644-1708</u>	Email	<u>dluaqc@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 02/01/2020

Expiration Date: 01/01/1900

Privileges:

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

Judith Mariscal

First Name: Judith **Last Name:** Mariscal

City: Rock Island **State:** Illinois **Zip:** 61201

Position: Owner

% of Ownership: 100.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>	
Policy Effective Date: <u>02/01/2020</u>	Policy Expiration <u>02/01/2021</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
520-0000-221.10-00		2000389	TREASURER, STATE OF IOWA	1/20/2020	0017009867	4,533.43	UT QRTLTY TAX-SW
Total for Fund			520	SEWER UTILITY		4,533.43	
Department			N/A				
550-0000-221.10-00		2000389	TREASURER, STATE OF IOWA	1/20/2020	0017009867B	50.83	UT QRTLTY TAX-RECY
550-0000-221.99-00		106234	WASTE COMMISSION OF SCOTT CO.	2/5/2020	123119	19,415.64	CLOSED LOOP PAYMENT OCT,NOV,DEC
Total for Fund			550	SOLID WASTE/RECYCLING	ENV	19,466.47	
Department			N/A				
580-0000-221.10-00		2000389	TREASURER, STATE OF IOWA	1/20/2020	0017009867A	2,946.39	UT QRTLTY TAX-STRM
Total for Fund			580	STORM WATER UTILITY		2,946.39	
Department			N/A				
722-0000-233.00-00		2000373	WAGEWORKS	1/7/2020	INV1849806	849.71	FLEX CLAIMS
722-0000-233.00-00		2000396	WAGEWORKS	1/23/2020	INV1876197	6,087.83	FLEX CLAIMS
Total for Fund			722	125/PLAN		6,937.54	
Department			N/A				
810-0000-205.02-00		2000384	MUNICIPAL FIRE & POLICE	1/17/2020	01/17 PAY DATEA	37,684.25	CITY SHARE POLICE PENSION
810-0000-205.04-00		2000384	MUNICIPAL FIRE & POLICE	1/17/2020	01/17 PAY DATEC	20,445.36	CITY SHARE FIRE PENSION
810-0000-205.05-00		2000385	INTERNAL REVENUE SERVICE	1/17/2020	270042161992924	74,690.24	FEDERAL W/H TAX
810-0000-205.07-00		2000381	ILLINOIS DEPARTMENT OF REVENUE	1/17/2020	0391590752	1,751.30	IL STATE W/H TAX
810-0000-205.08-00		2000385	INTERNAL REVENUE SERVICE	1/17/2020	27004216199292A	64,202.94	FICA W/H TAX
810-0000-205.09-00		2000385	INTERNAL REVENUE SERVICE	1/17/2020	27004216199292B	22,327.14	MEDICARE W/H TAX
810-0000-205.10-00		2000386	IPERS COLLECTIONS	1/17/2020	120841972	31,951.86	EMPLEE SHARE IPERS
810-0000-205.10-00		2000386	IPERS COLLECTIONS	1/17/2020	120841972A	47,974.29	CITY SHARE IPERS
810-0000-205.11-00		2000384	MUNICIPAL FIRE & POLICE	1/17/2020	01/17 PAY DATE	14,511.77	EMPLOYEE SHARE POLICE PENSION
810-0000-205.12-00		2000384	MUNICIPAL FIRE & POLICE	1/17/2020	01/17 PAY DATEB	7,873.26	EMP SHARE FIRE PENSION
810-0000-205.15-00		2000379	AFLAC	1/17/2020	PR DATE 01/17	174.46	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2000387	AMERICAN FUNDS ROTH IRA WIRE	1/17/2020	01/17 PR DATE	100.00	AFTER TAX ROTH IRA CONTR
810-0000-205.15-00		2000388	ICMA RETIREMENT TRUST - 457	1/17/2020	267962	2,498.72	AFTER TAX ROTH IRA
810-0000-205.17-00		2000377	BETT.PROF.FIREFIGHTERS ASSOC.	1/17/2020	PR DATE 01/17	529.25	UNION DUES
810-0000-205.17-00		2000378	BETT.PEACE OFFICERS ASSOC.	1/17/2020	PR DATE 01/17	360.00	UNION DUES

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
810-0000-205.19-00		2000383	COLLECTION SERVICES CENTER	1/17/2020	1787617	1,865.02	CHILD/SPOUSE SUPPORT
810-0000-205.20-00		106131	COMMUNITY HEALTH CHARITIES IOWA	1/31/2020	20200131	26.00	PAYROLL SUMMARY
810-0000-205.20-00		106135	UNITED WAY	1/31/2020	20200131	575.38	PAYROLL SUMMARY
810-0000-205.23-00		106125	ANCHOR NATIONAL LIFE INSURANCE	1/31/2020	20200131	596.63	PAYROLL SUMMARY
810-0000-205.23-00		106128	CITY OF BETTENDORF/125 PLAN	1/31/2020	20200131	4,411.44	PAYROLL SUMMARY
810-0000-205.23-00		106129	CITY OF BETTENDORF/125 PLAN	1/31/2020	20200131	2,009.14	PAYROLL SUMMARY
810-0000-205.23-00		106130	CITY OF BETTENDORF/125 PLAN	1/31/2020	20200131	1,377.97	PAYROLL SUMMARY
810-0000-205.23-00		106132	LINCOLN LIFE	1/31/2020	20200131	1,454.15	PAYROLL SUMMARY
810-0000-205.23-00		106133	OHIO NATIONAL LIFE INSURANCE CO	1/31/2020	20200131	641.20	PAYROLL SUMMARY
810-0000-205.23-00		106134	PACIFIC LIFE INSURANCE COMPANY	1/31/2020	20200131	491.41	PAYROLL SUMMARY
810-0000-205.23-00		2000380	GREAT AMERICAN PLAN ADMINISTRATION	1/17/2020	PR DATE 01/17	603.96	01/17 CONTRIBUTIONS
810-0000-205.23-00		2000382	NATIONWIDE RETIREMENT SOLUTIONS	1/17/2020	01172020PR	516.47	457 CONTRIBUTIONS
810-0000-205.23-00		2000388	ICMA RETIREMENT TRUST - 457	1/17/2020	267941	47,285.63	457 CONTRIBUTIONS
810-0000-205.28-00		106133	OHIO NATIONAL LIFE INSURANCE CO	1/31/2020	20200131A	85.12	PAYROLL SUMMARY
810-0000-205.28-00		106134	PACIFIC LIFE INSURANCE COMPANY	1/31/2020	20200131A	161.62	PAYROLL SUMMARY
810-0000-205.28-00		2000388	ICMA RETIREMENT TRUST - 457	1/17/2020	267941A	4,534.73	457 LOAN PAYMENTS
810-0000-205.99-00		106126	BETTENDORF POLICE BENEVOLENT	1/31/2020	20200131	96.00	PAYROLL SUMMARY
810-0000-205.99-00		106127	CITY OF BETTENDORF	1/31/2020	20200131	295.40	PAYROLL SUMMARY
810-0000-205.99-00		2000376	IOWA C.O.P.S.	1/17/2020	PR DATE 01/17	58.00	01/17 CONTRIBUTIONS
Total for Fund			810	LIABILITY CLEARING ACCT. 394,160.11			
Department			N/A				
Total for Department			428,043.94				
001-0101-460.13-04		106146	BI-STATE REGIONAL COMMISSION	2/5/2020	0010659	49.44	CEO/CAO MTG MAYOR GALLAGHER & D. PLOEHN 12/20/2019
001-0101-460.22-13		106171	GRABER, EDMUND C.	2/5/2020	012720	1,832.00	CONSULTING SERVICES FOR JANUARY 1-31, 2020
001-0101-460.23-07		106190	JOHN MOHR PHOTOGRAPHY	2/5/2020	11688	315.00	SWEARING IN PHOTOS COUNCIL AND PARK BOARD
001-0101-460.23-40		106170	GLASS BLAST	2/5/2020	108463	108.00	RECOGNITION PLAQUE FOR PV DANCER'S STATE CHAMPION
001-0101-460.23-40		106180	HY-VEE, INC. PW & AD	2/5/2020	4811395194	75.00	FLOWERS FOR BILL FENNELLY FUNERAL
001-0101-460.23-40		106180	HY-VEE, INC. PW & AD	2/5/2020	4813298615	55.00	FUNERAL FLOWERS FOR LYLE ORTNER BECKY'S HUSBAND
Total for Fund			001	GENERAL FUND		2,434.44	
Department			Mayor & Council				
684-0105-494.22-58		106119	PRESTIGE AUTO BODY LLC	1/23/2020	20214	1,731.50	REPAIR 2016 TAHOE VIN 1GNSKDEC4GR250965

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
684-0105-494.22-58		106212	RACOM	2/5/2020	19INV1645	3,289.71	REPAIR CITY VEHICLE #21924
684-0105-494.22-76		106173	GRAYBAR (DATA)	2/5/2020	9313952835	3,193.18	#2 16TH LIGHT POLE ACCIDE NT # 19-18089
Total for Fund			684	RISK MANAGEMENT		8,214.39	
Department			Mayor & Council				
686-0106-494.22-81		2000370	WELLMARK BLUE CROSS & BLUE SH	1/3/2020	123119B	42,123.66	CLAIMS 12/21-12/27/19
686-0106-494.22-81		2000391	WELLMARK BLUE CROSS & BLUE SH	1/10/2020	010720B	27,797.08	HEALTH CLAIMS 1/1-1/3/20
686-0106-494.22-81		2000393	WELLMARK BLUE CROSS & BLUE SH	1/17/2020	011420B	31,571.66	HEALTH CLAIMS 1/4-1/20/20
686-0106-494.22-81		2000395	WELLMARK BLUE CROSS & BLUE SH	1/24/2020	012120B	31,725.18	HEALTH CLAIMS 1/11-1/17
686-0106-494.22-82		2000370	WELLMARK BLUE CROSS & BLUE SH	1/3/2020	123119A	237.00	DEC STOP LOSS REIMB
686-0106-494.22-82		2000391	WELLMARK BLUE CROSS & BLUE SH	1/10/2020	010720A	-254.00	STOP LOSS REIMB
686-0106-494.22-82		2000393	WELLMARK BLUE CROSS & BLUE SH	1/17/2020	011420A	-2,970.71	STOP LOSS REIMB
686-0106-494.22-82		2000395	WELLMARK BLUE CROSS & BLUE SH	1/24/2020	012120A	-3,256.34	STOP LOSS REIMB
686-0106-494.22-83		106164	EMPLOYEE BENEFIT SYSTEM	2/5/2020	000023780	757.68	VISION CLAIMS
686-0106-494.22-83		2000372	MEDTRAK SERVICES	1/7/2020	356622A	838.50	ADMIN FEES
686-0106-494.22-83		2000401	MEDTRAK SERVICES	1/25/2020	358907A	812.50	ADMIN FEES
686-0106-494.22-94		2000371	DELTA DENTAL	1/6/2020	352050000202021	3,780.91	CLAIMS 12/24-12/30/19
686-0106-494.22-94		2000390	DELTA DENTAL	1/6/2020	352050000202022	2,211.82	DENTAL CLAIM 12/31-1/6/20
686-0106-494.22-94		2000392	DELTA DENTAL	1/21/2020	352050000202023	7,168.35	DENTAL CLAIMS 1/7-1/13/20
686-0106-494.22-94		2000394	DELTA DENTAL	1/27/2020	352050000202024	5,762.10	DENTAL CLAIMS 1/14-1/20
686-0106-494.22-96		2000369	EMPLOYEE BENEFIT SYSTEM	1/2/2020	1082020	2,035.35	VISION CLAIMS CK1807-1816
686-0106-494.22-96		2000375	EMPLOYEE BENEFIT SYSTEM	1/15/2020	1552020	1,275.00	VISION CLAIMS CK1817-1822
686-0106-494.22-98		2000372	MEDTRAK SERVICES	1/7/2020	356622	17,613.21	CLAIMS 12/16-12/31/19
686-0106-494.22-98		2000401	MEDTRAK SERVICES	1/25/2020	358907	17,183.43	PHARMACY CLAIMS 1/1-1/15
Total for Fund			686	EMPLOYEE INSURANCE		186,412.38	
Department			Mayor & Council				
Total for Department						197,061.21	
001-0201-461.22-90		106138	AHLERS & COONEY, P.C.	2/5/2020	777163	130.00	PROFESSIONAL FEES
001-0201-470.80-04		106138	AHLERS & COONEY, P.C.	2/5/2020	777159	24,643.61	GO 2020A BOND ISSUANCE COSTS
001-0202-461.22-50		106167	FIRST TENNESSEE BANK	2/5/2020	122519	614.00	SAFE KEEPING 2ND QTR
001-0202-461.22-50		2000397	BANKERS TRUST COMPANY	1/14/2020	713199	300.00	BOND PAYING AGENT FEES
001-0202-461.23-06		106155	DES MOINES STAMP MFG COMPANY	2/5/2020	1157297C	45.96	ACCOUNTS PAYABLE STAMP

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0202-461.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437815	10.80	CITY HALL WATER
001-0202-461.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0438069	10.80	CITY HALL WATER
Total for Fund			001 GENERAL FUND			25,755.17	
Department			Finance				
401-0242-480.70-74		106192	KARL CHEVROLET	2/5/2020	112119	35,672.58	2020 MA-18085 2020 TAHOE REPLACEMENT FOR #21603
Total for Fund			401 VEHICLE REPLACEMENT FUND			35,672.58	
Department			Finance				
520-0204-490.22-04		106141	AMERICAN WATER- SEWER USAGE	2/5/2020	4000184329	1,103.36	USAGE DATA FOR DECEMBER FROM 12/1 TO 12/31
Total for Fund			520 SEWER UTILITY			1,103.36	
Department			Finance				
688-0231-494.23-07		106137	ADVANTAGE ADVERTISING	2/5/2020	39798	12.00	WORK SHIRTS
Total for Fund			688 INFORMATION SERVICES			12.00	
Department			Finance				
Total for Department						62,543.11	
001-0310-410.13-03		106145	BETT.PEACE OFFICERS ASSOC.	2/5/2020	931	270.00	REIMB/ISPA CONF REG MESICK,SGT PAUL,M POIRIER
001-0310-410.13-03		106188	IOWA LAW ENFORCEMENT ACADEMY	2/5/2020	314003	175.00	RIFLE INST RECERT/HOPKINS
001-0310-410.13-03		106188	IOWA LAW ENFORCEMENT ACADEMY	2/5/2020	314164	450.00	TACTICS INST RECERT BRODERS,SALSBERY,SCHW
001-0311-410.12-09		106222	STREICHER'S INC	2/5/2020	I1406722	150.00	BOOTS
001-0311-410.12-09		106222	STREICHER'S INC	2/5/2020	I1407630	153.99	BOOTS
001-0311-410.12-09		106222	STREICHER'S INC	2/5/2020	I1408060	144.99	BOOTS
001-0311-410.12-09		106232	UNIFORM DEN, INC.	2/5/2020	102547	48.50	UNIFORM SHIRT/GISH
001-0315-410.22-99		106212	RACOM	2/5/2020	RI-200029	33.10	BEON ACCESS/SCOTT,HOPKINS
001-0315-410.22-99		106219	SCOTT COUNTY SHERIFF'S OFFICE	2/5/2020	2020-76	1,825.00	BOOKING FEES (DEC)
001-0315-410.23-06		106203	OFFICE EXPRESS OFFICE PRODUCT	2/5/2020	82611-0	39.57	OFFICE SUPPLIES
001-0315-410.23-06		106203	OFFICE EXPRESS OFFICE PRODUCT	2/5/2020	82611-1	14.76	OFFICE SUPPLIES
001-0315-410.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437324	65.60	WATER
001-0315-410.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437575	38.20	WATER
001-0315-410.23-08		106179	HY-VEE, INC. PD	2/5/2020	4813258467	16.00	POSTAGE

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			001	GENERAL FUND		3,424.71	
Department			Police				
274-0345-410.23-07		106233	WALTER CURTIS COMPANY LLC	2/5/2020	27123	56.00	BADGE AND CASE CHAPLAIN CARVER
Total for Fund			274	CHAPLAINS PETTY CASH		56.00	
Department			Police				
Total for Department				3,480.71			
001-0411-414.12-09		106139	ALL SPORTS SCREEN PRINTING	2/5/2020	5050	644.00	TSHIRTS W/SCREEN PRINT
001-0411-414.12-09		106218	SANDRY FIRE SUPPLY	2/5/2020	INV-008993	307.45	FACEPIECES
001-0411-414.12-09		106235	WITMER PUBLIC SAFETY GROUP, INC	2/5/2020	E1924646	85.98	UNIFORM PANTS
001-0411-414.12-09		106235	WITMER PUBLIC SAFETY GROUP, INC	2/5/2020	E1924646.001	125.18	STREAMLIGHTS
001-0411-414.21-06		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1866347-00	23.35	PARTS/E4 EXHAUST PIPE REPAIR
001-0411-414.23-04		106157	DUO-SAFETY LADDER CORPORATION	2/5/2020	472629-000	2,307.19	LADDERS
001-0413-414.13-03		106158	EASTERN IOWA COMMUNITY COLLEGE	2/5/2020	2377	150.00	EMT RECERT/MARTIN,MCCABE, SHEEHAN,RODRUCK,DA
001-0413-414.23-10		106163	EMERGENCY MEDICAL PRODUCTS, I	2/5/2020	2126894	322.43	MEDICAL SUPPLIES
001-0413-414.23-10		106169	GENESIS MEDICAL CENTER	2/5/2020	I2 10769	12.20	PHARMACY
001-0413-414.23-10		106223	STRYKER-POST PUBLICATIONS	2/5/2020	2905399M	312.80	MEDICAL SUPPLIES
001-0415-414.21-06		106136	ADEL WHOLESALERS, INC.	2/5/2020	2002744	12.75	HOSE BIB/HEATING SYS ST4
001-0415-414.22-99		106228	THYMET PEST CONTROL	2/5/2020	110597	58.00	MONTHLY SERVICE/ST2
001-0415-414.22-99		106228	THYMET PEST CONTROL	2/5/2020	110780	58.00	MONTHLY SERVICE/ST4
001-0415-414.23-07		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351455	68.95	DIESEL FLUID
001-0415-414.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437325	21.20	WATER
001-0415-414.23-07		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437576	33.20	WATER
Total for Fund			001	GENERAL FUND		4,542.68	
Department			Fire				
Total for Department				4,542.68			
001-0525-464.21-01	2000CH	106161	ECONOMY ROOFING	2/5/2020	10420	205.00	CITY HALL, SEALED EXPOSED DUCTWORK
001-0525-464.21-01	2000CH	106198	MOLO OIL COMPANY	2/5/2020	127207	296.78	CITY AHLL, GENERATOR FUEL
001-0525-464.21-01	2000LB	106136	ADEL WHOLESALERS, INC.	2/5/2020	2004247	19.01	LIBRARY, BRASS FITTINGS

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001-0525-464.21-01	2000MC	106118	CDB UTILITY CONTRACTORS	1/23/2020	6266	950.00	MAINT CTR, BORE FOR GATE READER
001-0525-464.21-01	2000MC	106172	GRAINGER	2/5/2020	9413636656	47.04	MAINT CTR, AIR FILTERS
001-0525-464.21-01	2000MC	106172	GRAINGER	2/5/2020	9413636664	85.20	MAINT CTR, AIR FILTERS
001-0525-464.21-01	2000MC	106172	GRAINGER	2/5/2020	9413636672	162.12	MAINT CTR, AIR FILTERS
001-0525-464.21-01	2000MC	106177	HEARTLAND FIRE & SECURITY	2/5/2020	18652	3,858.00	MAINT CTR, MAND DOOR SECURITY PANEL
001-0525-464.21-11	2000OT	106186	IOWA AMERICAN WATER COMPANY	2/5/2020	009013JAN2020	34.14	ASCENTRA - WATER
001-0525-464.21-11	2000OT	106186	IOWA AMERICAN WATER COMPANY	2/5/2020	009020JAN2020	34.14	ASCENTRA - WATER
001-0525-464.21-11	2000OT	106186	IOWA AMERICAN WATER COMPANY	2/5/2020	009044JAN2020	38.85	ASCENTRA - WATER
001-0525-464.22-99	2000CC	106228	THYMET PEST CONTROL	2/5/2020	110598	63.00	COM CTR, PEST CONTROL
001-0525-464.22-99	2000CH	106204	ORKIN EXTERMINATING COMPANY	2/5/2020	190819414	80.00	CITY HALL, PEST CONTROL
001-0525-464.22-99	2000CH	106204	ORKIN EXTERMINATING COMPANY	2/5/2020	190819415	80.00	CITY HALL, PEST CONTROL
001-0525-464.22-99	2000MC	106228	THYMET PEST CONTROL	2/5/2020	110593	58.00	MAINT CTR, PEST CONTROL
001-0526-464.22-99	2001CC	106152	CINTAS LOC 23M	2/5/2020	4038555292	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	106152	CINTAS LOC 23M	2/5/2020	4039734660	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	106152	CINTAS LOC 23M	2/5/2020	4040326248	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	106152	CINTAS LOC 23M	2/5/2020	4040897594	27.60	COM CTR, MATS
001-0526-464.22-99	2001CH	106152	CINTAS LOC 23M	2/5/2020	4039734786	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	106152	CINTAS LOC 23M	2/5/2020	4040326402	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	106152	CINTAS LOC 23M	2/5/2020	4040897634	37.10	CITY HALL, MATS
001-0526-464.22-99	2001LB	106152	CINTAS LOC 23M	2/5/2020	4037186933	138.79	LIBRARY, MATS
001-0526-464.22-99	2001MC	106152	CINTAS LOC 23M	2/5/2020	4039734640	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	106152	CINTAS LOC 23M	2/5/2020	4040326323	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	106152	CINTAS LOC 23M	2/5/2020	4040897534	50.53	MAINT CTR, MATS
Total for Fund 001 GENERAL FUND 6,523.36							
Department Public Works							
206-0501-429.23-06		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437711	45.90	SPRING WATER
206-0501-429.23-06		106154	CULLIGAN OF DAVENPORT	2/5/2020	0437813	23.65	SPRING WATER
206-0501-429.23-06		106155	DES MOINES STAMP MFG COMPANY	2/5/2020	1157297A	45.96	ACCOUNTS PAYABLE STAMP
206-0501-429.23-06		106155	DES MOINES STAMP MFG COMPANY	2/5/2020	1157544	135.00	DATE STAMP - ENG
206-0501-429.23-06		106183	IMPERIAL	2/5/2020	288002:011157	154.75	COFFEE & SUGAR
206-0501-429.23-06		106224	TALLGRASS BUSINESS RESOURCES	2/5/2020	5505513	42.77	SHARPIES & RECORD BOOK
206-0502-425.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119C	1,434.00	UNEMPLYMT-TISUE
206-0502-425.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119D	467.00	UNEMPLYMT-TISUE
206-0502-425.22-99		106153	CITY OF RIVERDALE	2/5/2020	2020-1	1,200.00	DIGITAL FLOOD LEVEL GAUGE FOR DUCK CRK

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206-0502-425.22-99		106225	TERRACON CONSULTANTS, INC.	2/5/2020	TD11395	251.25	CENTURY HTS 21ST ADD CYLINDERS, PROJ MNGR	
206-0511-420.22-13		106205	OVERLAND SYSTMES, INC.	2/5/2020	20533	1,135.25	STREET SWEEPINGS	
206-0511-420.23-07		106230	TRI CITY BLACKTOP, INC.	2/5/2020	34745	577.50	UPM	
206-0511-420.23-07		106230	TRI CITY BLACKTOP, INC.	2/5/2020	34758	396.51	UPM	
206-0511-420.23-10		106208	QUAD CITY SAFETY, INC.	2/5/2020	831514	203.79	SAFETY GLOVES	
206-0512-424.23-07		106147	CARGILL	2/5/2020	2905191010	16,295.50	ROAD DE-ICING SALT	
206-0512-424.23-07		106147	CARGILL	2/5/2020	2905194056	25,444.90	ROAD DE-ICING SALT	
206-0512-424.23-07		106147	CARGILL	2/5/2020	2905197441	24,175.94	ROAD DE-ICING SALT	
206-0512-424.23-07		106147	CARGILL	2/5/2020	2905200706	4,610.28	ROAD DE-ICING SALT	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3647604	31.71	STAINLESS TEEJET NOZZLES	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3647692	100.61	BRINE MACHINE PARTS	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3647699	10.84	BRASS TEEJET NOZZLES	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3647700	54.80	STAINLESS TEEJET NOZZLES	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3647701	7.20	BRINE MACHINE PARTS	
206-0512-424.23-07		106156	DULTMEIER SALES LLC	2/5/2020	3649654	286.19	BRINE MACHINE PARTS	
206-0512-424.23-07		106165	FASTENAL COMPANY	2/5/2020	IABET126401	33.83	JOBBER DRILL SETS	
206-0512-424.23-07		106178	HENDERSON TRUCK EQUIPMENT	2/5/2020	306753	1,455.93	FLOW METER	
206-0513-426.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119I	842.00	UNEMPLYMT-AHRENS	
206-0513-426.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119J	135.16	UNEMPLYMT-AHRENS	
206-0514-423.23-07		106143	BARCO MUNICIPAL PRODUCTS INC	2/5/2020	IN-235763	135.00	YELLOW POSTS	
206-0514-423.23-07		106174	HALL SIGNS, INC.	2/5/2020	349039	257.15	EXTENSION ARMS	
206-0514-423.23-07		106214	REPUBLIC COMPANIES	2/5/2020	5833140-00	1,482.67	SHEETING	
206-0514-423.23-07		106236	3M COMPANY	2/5/2020	9406520461	762.28	RED GRAPHIC FILM	
Total for Fund			206	ROAD USE FUND		82,235.32		
Department			Public Works					
520-0510-490.13-03			106184	INSTITUTE OF BUSINESS PUBLICATIO	2/5/2020	01132020A	132.50	SAFETY ALERT SUBSCRIPTION
520-0510-490.22-99	106189		IOWA ONE CALL	2/5/2020	218301	348.30	387 EMAILS - JAN 2020	
520-0510-490.23-07	106140		ALTORFER MACHINERY COMPANY	2/5/2020	PC180016362	107.04	LOCATE PAINT	
520-0510-490.23-07	106150		CENTRAL SERVICE AND SUPPLY INC.	2/5/2020	0162318	1,617.48	PUMP STEP BOWS & O-RINGS	
520-0510-490.23-07	106150		CENTRAL SERVICE AND SUPPLY INC.	2/5/2020	0162318R	415.54	FREIGHT CHARGES	
520-0510-490.23-07	106194		MID-IOWA SOLID WASTE EQUIP.CO.	2/5/2020	51113	716.12	JETTING HOSES	
520-0510-490.23-10	106208		QUAD CITY SAFETY, INC.	2/5/2020	831514C	203.78	SAFETY GLOVES	

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Total for Fund			520	SEWER UTILITY		3,540.76	
Department			Public Works				
550-0506-491.22-99		106213	REHRIG PACIFIC COMPANY	2/5/2020	50061687	12,000.00	3 UPDATED GPS READERS
550-0509-491.23-10		106208	QUAD CITY SAFETY, INC.	2/5/2020	831514B	203.79	SAFETY GLOVES
550-0528-491.22-13		106216	RUSH ROLL-OFF, INC.	2/5/2020	3553	200.00	TIRES
Total for Fund			550	SOLID WASTE/RECYCLING		12,403.79	
Department			Public Works				
555-0525-494.21-01	2000FM	106191	JOHNSON CONTROLS	2/5/2020	1-93935857361	575.00	MUSEUM, JCI REPAIR
555-0526-494.23-07	2001FM	106226	THE HOME DEPOT PRO	2/5/2020	526206339	20.75	MUSEUM, CAN LINERS
Total for Fund			555	FMLY MUSEUM/ARTS & SCIENCE		595.75	
Department			Public Works				
580-0519-493.13-03		106184	INSTITUTE OF BUSINESS PUBLICATIO	2/5/2020	01132020	132.50	SAFETY ALERT SUBSCRIPTION
580-0519-493.23-10		106208	QUAD CITY SAFETY, INC.	2/5/2020	831514A	203.79	SAFETY GLOVES
Total for Fund			580	STORM WATER UTILITY		336.29	
Department			Public Works				
585-0527-492.21-05		106160	ECK'S AUTO SHINE	2/5/2020	196	200.00	BUS WASHING - 1/11 & 1/18
Total for Fund			585	TRANSIT		200.00	
Department			Public Works				
683-0520-494.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119E	338.00	UNEMPLYMT-BATES
683-0520-494.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119F	323.00	UNEMPLYMT-BATES
683-0520-494.21-01		106215	RILCO FLUID CARE, INC.	2/5/2020	0351383-IN	55.30	REPAIR TANK GAUGE
683-0520-494.21-04		106159	EASTERN IOWA TIRE, INC.	2/5/2020	100082764	554.00	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		106200	MUTUAL WHEEL COMPANY	2/5/2020	9W5664	1,477.12	R/R REAR SPRINGS #21022
683-0520-494.21-04		106217	SADLER POWER TRAIN	2/5/2020	0240102991	2,878.31	R/R REAR DIFF. #20618
683-0520-494.22-31		106152	CINTAS LOC 23M	2/5/2020	4040326218	58.33	LAUNDRY SERVICE
683-0520-494.22-31		106152	CINTAS LOC 23M	2/5/2020	4040897490	60.95	LAUNDRY SERVICE
683-0520-494.23-07		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351526	62.64	BRAKE CLEANER

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683-0520-494.23-07		106208	QUAD CITY SAFETY, INC.	2/5/2020	830733	99.00	MECHANIC GLOVES
683-0520-494.23-07		106221	SNAP-ON TOOLS	2/5/2020	01142048710	108.50	HAND CLEANER
683-0520-494.23-24		106142	ASPEN EQUIPMENT COMPANY	2/5/2020	70002815	965.18	PLOW CYLINDERS #0519P
683-0520-494.23-24		106144	BAUER BUILT, INC.	2/5/2020	230092400	721.08	POLICE VEHICLE TIRES STK
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-350923	89.32	PARTS FOR STOCK
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-350926	332.64	PARTS FOR STOCK
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-350929	139.77	PARTS FOR STOCK
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-350976	-24.64	PARTS CREDIT
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351090	61.62	BATTERY CHARGERS #S58
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351207	6.01	THERMOSTAT #8702
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351364	12.41	SEALED BEAM #20520
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351442	347.67	IGN MODULE #20916
683-0520-494.23-24		106148	CARQUEST AUTO PARTS STORE	2/5/2020	6604-351498	352.03	PARTS FOR STOCK
683-0520-494.23-24		106159	EASTERN IOWA TIRE, INC.	2/5/2020	100082484	-25.00	CASING CREDIT
683-0520-494.23-24		106159	EASTERN IOWA TIRE, INC.	2/5/2020	100082763	2,139.37	STEER & DRIVE TIRES - STK
683-0520-494.23-24		106162	ELLIOTT EQUIPMENT CO.	2/5/2020	154361	825.56	SLAVE MODULE #21612
683-0520-494.23-24		106182	I.W.I. MOTOR PARTS	2/5/2020	12193951	237.57	RADIATOR #20825
683-0520-494.23-24		106185	INTERSTATE BATTERY OF THE	2/5/2020	34061992	119.95	BATTERY - STOCK
683-0520-494.23-24		106185	INTERSTATE BATTERY OF THE	2/5/2020	34061993	99.95	BATTERY #20916
683-0520-494.23-24		106193	MACQUEEN EQUIPMENT	2/5/2020	P09350	1,725.56	IDLER ASY #21626
683-0520-494.23-24		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1855073-00	405.60	WIPER BLADES - STOCK
683-0520-494.23-24		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1855451-00	151.20	FUEL ADDITIVE - STOCK
683-0520-494.23-24		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1858285-00	541.34	FUEL TANK #S58
683-0520-494.23-24		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1866869-00	156.80	WHEEL HUBS #9550
683-0520-494.23-24		106195	MIDWEST WHEEL COMPANIES INC.	2/5/2020	1867279-00	-224.00	CORE CREDITS
683-0520-494.23-24		106199	MOTOR PARTS & EQUIPMENT CORP	2/5/2020	627889	215.65	BRAKE BOOSTER #21702
683-0520-494.23-24		106202	NOTT COMPANY	2/5/2020	3646509-00	126.64	HYD HOSE #20827
683-0520-494.23-24		106209	QUAD CITY SPRING	2/5/2020	A200116005	105.20	ANGLE JOINTS - STOCK
683-0520-494.23-24		106217	SADLER POWER TRAIN	2/5/2020	0210119021	29.07	SPEEDI-SLEEVE #9550
683-0520-494.23-24		106227	THOMPSON TRUCK & TRAILER INC.	2/5/2020	X103099270:01	42.39	HVAC CONTROLLER - STOCK
683-0520-494.23-24		106227	THOMPSON TRUCK & TRAILER INC.	2/5/2020	X103099414:01	467.14	FUEL TANK STRAPS #20619
683-0520-494.23-24		106227	THOMPSON TRUCK & TRAILER INC.	2/5/2020	X103099449:01	2,018.34	TANK,STRAPS #20438
683-0520-494.23-24		106227	THOMPSON TRUCK & TRAILER INC.	2/5/2020	X103099610:01	189.26	DOOR HINGES #20514
683-0520-494.23-24		106227	THOMPSON TRUCK & TRAILER INC.	2/5/2020	X103099672:01	66.02	MIRROR MOUNT - STOCK
683-0520-494.23-52		106215	RILCO FLUID CARE, INC.	2/5/2020	0351352-IN	1,774.45	BULK ENGINE,HYD OIL, WASHER FLUID & ANTIFREEZ

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Total for Fund			683	MUNICIPAL GARAGE		20,206.30	
Department			Public Works				
Total for Department			126,041.57				
001-0702-442.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119H	372.00	UNEMPLOYMT-AHRENS
001-0702-442.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119K	972.00	UNEMPLOYMT-VOSS
001-0702-442.12-08	REC040	2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119	591.00	UNEMPLOYMT-VANWETZINGA
001-0702-442.12-08	REC040	2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119G	10,779.51	UNEMPLOYMT-MILLER
001-0705-445.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119L	154.19	UNEMPLOYMT-ISOM
Total for Fund			001	GENERAL FUND		12,868.70	
Department			Parks				
560-0711-494.22-44		2000374	VANTIV INTEGRATED PAYMENTS	1/7/2020	122019	1,027.94	BANKCARD FEES-GOLF
560-0713-494.22-44		2000374	VANTIV INTEGRATED PAYMENTS	1/7/2020	122019A	775.46	BANKCARD FEES-GRILL
560-0715-494.12-08		2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119M	390.00	UNEMPLOYMT-HAMILTON
560-0715-494.12-08	PHG011	2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119B	396.00	UNEMPLOYMT-GUFFEY
Total for Fund			560	PALMER HILLS GOLF COURSE		2,589.40	
Department			Parks				
Total for Department			15,458.10				
555-1101-494.23-07		106151	CINTAS CORPORATION #342	2/5/2020	5015765554	206.12	FIRST AID SUPPLIES
555-1102-494.23-07		106229	TOTAL AQUARIUM MAINTENANCE	2/5/2020	604144	65.00	FISH TANK SERVICE
555-1102-494.23-13		106168	MISCELLANEOUS	2/5/2020	FRITZ-LILLY	12.00	REFUND BROWNIE WORKSHOP CANCELLED
555-1107-494.23-08	EX0036	106206	PAC-VAN, INC.	2/5/2020	14343899	766.00	THOMAS CRATE STORAGE
Total for Fund			555	FMLY MUSEUM/ARTS & SCIENCE		1,049.12	
Department			Family Museum				
Total for Department			1,049.12				
001-3003-454.23-06		106155	DES MOINES STAMP MFG COMPANY	2/5/2020	1157297B	45.97	ACCOUNTS PAYABLE STAMP
001-3006-416.13-01		106122	ILLOWA CHAPTER OF INTL CODE CO	1/29/2020	011720	25.00	2020 MEMBERSHIP DUES PETERSEN

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-3006-416.13-01		106122	ILLOWA CHAPTER OF INTL CODE CO	1/29/2020	011720A	25.00	2020 MEMBERSHIP DUES BRODERSEN
001-3006-416.13-01		106124	IOWA PERMIT TECH ASSOCIATION	1/29/2020	011720	10.00	2020 MEMBERSHIP DUES STOCK
001-3006-416.13-01		106124	IOWA PERMIT TECH ASSOCIATION	1/29/2020	011720A	40.00	2020 MEMBERSHIP DUES OKLAND
001-3006-416.23-06		106155	DES MOINES STAMP MFG COMPANY	2/5/2020	1157297	45.96	ACCOUNTS PAYABLE STAMP
Total for Fund			001 GENERAL FUND			191.93	
Department			Community Development				
Total for Department						191.93	
001-3503-466.13-03		106123	INGRAM, DONNIE	1/29/2020	012920	200.00	SPEAKER FOR SOCIAL MEDIA COMMITTEE
Total for Fund			001 GENERAL FUND			200.00	
Department							
Total for Department						200.00	
001-4001-463.22-90		106211	R & L LEGAL PROFESSIONAL SERVIC	2/5/2020	010920	80.00	PROCESS SERVER - CASE BECICI004550
Total for Fund			001 GENERAL FUND			80.00	
Department			Legal				
Total for Department						80.00	
001-4101-460.13-04		106146	BI-STATE REGIONAL COMMISSION	2/5/2020	0010664	21.32	CEO/CAO MTG D. PLOEHN, CITY ADMINS. 1/17/2020
001-4101-460.23-06		106183	IMPERIAL	2/5/2020	288002:011155	120.05	COFFEE, CREAMER, SUGAR SUPPLIES CITY HALL & PD
001-4101-460.23-08		106166	FEDEX	2/5/2020	6-897-22662	25.86	POSTAGE FOR RESPONSE TO ICRC
001-4102-461.22-14		106210	QUAD CITY TIMES	2/5/2020	61022	36.49	PUBLISH ORDINANCE 01-20
Total for Fund			001 GENERAL FUND			203.72	
Department			Administration				
Total for Department						203.72	
001-4201-466.22-13		106207	PHELPS CONSULTING & TRAINING, L	2/5/2020	011720	600.00	SAP EVALUATION

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			001 GENERAL FUND			600.00	
Department							
Total for Department						600.00	
003-5050-480.22-99	DT0012	106231	ULUA ENTERPRISES, LLC	2/5/2020	012820	24,050.31	DOWNTOWN FACADE PROGRAM
Total for Fund			003 DOWNTOWN IMPROVEMENT			24,050.31	
Department			Capital Projects				
206-5050-480.22-99	RU0018	106201	N.J. MILLER INC.	2/5/2020	NJ19085	11,700.00	ST. ANDREWS CIRCLE PATCH
Total for Fund			206 ROAD USE FUND			11,700.00	
Department			Capital Projects				
400-5050-480.12-08	PW0300	2000400	IOWA WORKFORCE DEVELOPMENT	1/22/2020	123119A	1,868.00	UNEMPLOYMT-ROBERSON
400-5050-480.22-90	CD0022	106220	SHIVE-HATTERY INC.	2/5/2020	3194130-1	11,600.00	MIDDLE RD & HAPPY JOES TRAFFIC STUDY THRU1/10/
400-5050-480.22-90	PK0185	106225	TERRACON CONSULTANTS, INC.	2/5/2020	TD12843	617.55	FG PARK WESTERN TERR MILES, PROJ MNGR, TESTI
400-5050-480.22-90	PW0328	106196	MISSMAN, INC.	2/5/2020	18000738.00-43	10,378.15	PE#43 FOREST GROVE THRU 12/3/20
400-5050-480.22-90	PW0459	106175	HARD ROCK CONCRETE CUTTERS IN	2/5/2020	180475	12,444.00	#3 SIDEWALK INVENTORY
400-5050-480.22-99	PW0451	106230	TRI CITY BLACKTOP, INC.	2/5/2020	6	31,087.42	PE#6 RETAINAGE MIDDLE RD FOREST GROVE WIDEN &
400-5050-480.22-99	PW0485	106176	HAWKEYE PAVING CORPORATION	2/5/2020	7	3,103.65	PE#7 FINAL 2019 STREET RESURF
400-5050-480.22-99	PW0492	106176	HAWKEYE PAVING CORPORATION	2/5/2020	5	8,835.95	PE#5 FINAL CROW CREEK RD RECONTR
400-5050-480.22-99	PW0499	106149	CENTENNIAL CONTRACTOR OF QC	2/5/2020	15556	10,047.00	STAMPED CONCRETE PLAZA BETWEEN 20TH & 21ST
400-5050-480.23-07	2CD009	106197	MOBOTREX, INC.	2/5/2020	239996	2,012.00	5 SECTION FIXTURE
400-5050-480.23-07	2CD009	106197	MOBOTREX, INC.	2/5/2020	240182	630.00	EMITTER SYSTEM
400-5050-480.23-07	2CD009	106197	MOBOTREX, INC.	2/5/2020	240183	160.00	VENTED BACK PLATE FOR 4 SEC FG & MIDDLE
400-5050-480.23-07	2CD009	106214	REPUBLIC COMPANIES	2/5/2020	5824504-01	140.50	UNISTRUT
400-5050-480.23-07	CD0051	106197	MOBOTREX, INC.	2/5/2020	239941	810.00	CABLE & PRE-EMPTION BRACKETS
Total for Fund			400 CAPITAL PROJECTS			93,734.22	
Department			Capital Projects				
560-5050-499.22-02	2GC024	106210	QUAD CITY TIMES	2/5/2020	60854	14.56	PUBLIC NOTICE OF STORM WATER DISCHARGE
560-5050-499.22-99	2GC024	106181	HYPERION CONSTRUCTION	2/5/2020	1985	4,990.00	STUMP REMOVAL
560-5050-499.23-07	2GC024	106187	IOWA DEPT OF NATURAL RESOURCE	2/5/2020	012320	175.00	NPDES PERMIT

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Fund	560	PALMER HILLS GOLF COURSE	5,179.56	
			Department	Capital Projects			
580-5050-499.22-99	SM0094	106201	N.J. MILLER INC.	2/5/2020	3	7,443.96	PE#3 RETAINAGE WHITE POST RECONSTR
			Total for Fund	580	STORM WATER UTILITY	7,443.96	
			Department	Capital Projects			
Total for Department						142,108.05	
Grand Total						981,604.14	

City of Bettendorf
Accounts Payable Listing
February 4, 2020 Council Meeting

Date: 1/30/2020

ACCT #	Project PROJ #	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-0000-221.10-00		2000398	TREASURER, STATE OF IOWA	1/28/2020	0022001368	3,000.00	SALES TAX 1/1- 1/15/20
590-0000-221.10-00		2000399	TREASURER, STATE OF IOWA	1/31/2020	0008002115	6,223.00	SALES TAX12/16-12/31/19
Total for Fund			590 QC WATERFRONT CONVENTION			9,223.00	
Department			N/A				
Total for Department						9,223.00	
590-2001-494.11-21		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920A	6,653.54	QCWCC-SALES MARKETING SALARY & BENEFITS
590-2001-494.11-21		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920D	7,143.70	QCWCC- FINANCE SALARY BENEFITS
590-2001-494.11-21		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920F	5,341.39	QCWCC-FACILITIES/ MAINT SALARY WAGES AND BENEFITS
590-2001-494.11-21		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920L	51,064.12	QCWCC- SALARY WAGES & BENEFITS
590-2001-494.21-01		3111	EAST MOLINE GLASS COMPANY	2/5/2020	SM-13351	657.20	QCWCC- GLASS REPAIR
590-2001-494.21-01		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920B	410.65	QCWCC- REPAIRS & MAINTENANCE
590-2001-494.21-01		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920H	1,066.10	QCWCC-REPAIRS MAINT
590-2001-494.21-01		3113	ROTO ROOTER SEWER CLEANING	2/5/2020	305033	163.73	QCWCC-GREASE TRAP CLEARED
590-2001-494.21-01		3113	ROTO ROOTER SEWER CLEANING	2/5/2020	537567	365.00	QCWCC-MAINLINE WAS PLUGGED
590-2001-494.21-09		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920I	60.15	QCWCC- MEDIACOM DECEMBER
590-2001-494.22-08		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920	7,721.55	QCWCC- INSURANCE PREMIUMS DEC
590-2001-494.22-15		3109	AUDIO VISUAL RESOURCE QC	2/5/2020	Q3625	3,777.50	QCWCC-EQUIPMENT RENTAL
590-2001-494.22-15		3109	AUDIO VISUAL RESOURCE QC	2/5/2020	Q3628	750.00	QCWCC-EQUIPMENT RENTAL
590-2001-494.22-99		3110	CINTAS LOC 23M	2/5/2020	4040233027	1,085.90	QCWCC- LINENS
590-2001-494.22-99		3110	CINTAS LOC 23M	2/5/2020	4040823539	1,069.84	QCWCC- LINENS
590-2001-494.22-99		3114	THE GREEN THUMBERS	2/5/2020	1-518541	305.00	QCWCC- PLANT MAINTENANCE
590-2001-494.23-06		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920E	52.47	QCWCC-SHARED TECHNOLOGIES
590-2001-494.23-06		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920M	1,577.46	QCWCC-SUPPLIES GENERAL OFFICE
590-2001-494.23-07		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920G	651.43	QCWCC-SUPPLIES
590-2001-494.23-28		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920J	15,122.20	QCWCC- FOOD INVOICES
590-2001-494.23-29		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920K	9,469.35	QCWCC- BEVERAGE INVOICES
590-2001-494.23-55		3112	ISLE OF CAPRI BETTENDORF, L.C.	2/5/2020	012920C	966.40	QCWCC- FEES & LICENSES
Total for Fund			590 QC WATERFRONT CONVENTION			115,474.68	
Department							
Total for Department						115,474.68	
Grand Total						124,697.68	