Bettendorf IOWA

a premier city

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, MARCH 2, 2020

5:00 PM

AGENDA

I. PRESENTATION

II. OPERATIONAL ITEMS

- Resolution approving the FY20/21 proposed maximum property tax levy – Finance Director Jason Schadt ***(See Items to Appear 6 & 7)***

III. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for 3150 Glenbrook Circle South, submitted by Nelson Construction & Development/Jacob Wolfgang (Case 19-100) – Community Development Director John Soenksen & City Planner Greg Beck ***(See Consent Agenda Item R)***

- Resolution approving a site development plan for property located north of 6100 Forest Grove Drive, submitted by Scott Emergency Communications Center (SECC) (Case 20-003) – Community Development Director John Soenksen and City Planner Greg Beck ***(See Consent Agenda Item V)***

IV. REMAINING CONSENT AGENDA ITEMS

V. 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, MARCH 3, 2020
7:00 P.M.

AGENDA

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION –** Given by Pastor Ed Hedding of Pleasant View Baptist Church

4. **AWARD –** Recognition of Fire Chief Steve Knorrek for his contribution and service on the St. Florian Burn Foundation Board

5. **PUBLIC REQUESTS OF COUNCIL**

6. **PUBLIC HEARING**

   Regarding the FY20/21 proposed maximum property tax levy

7. **RESOLUTION**

   Council Member Webster to present a resolution approving the FY2020/21 proposed maximum property tax levy

8. **PUBLIC HEARING**

   Regarding the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive

9. **RESOLUTION**

   Council Member Sechser approving the plans, specifications and form of contract for the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive

10. **PUBLIC HEARING**

    Regarding the 2020 Full Depth Patching Program

11. **RESOLUTION**

    Council Member Brown to present a resolution approving the plans, specifications and form of contract for the 2020 Full Depth Patching Program

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 AUXILLARY 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.

12. PUBLIC HEARING

Regarding a request for designation as Open Prairie for a portion of property located at 8972 Wells Ferry Road to qualify for tax exemption

13. RESOLUTION

Council Member Connors to present a resolution approving the request for designation as Open Prairie for a portion of property located at 8972 Wells Ferry Road to qualify for tax exemption

14. PUBLIC HEARING

Regarding a request for designation as Forest Cover for a portion of property located at 8822 Wells Ferry Road to qualify for tax exemption

15. RESOLUTION

Council Member Baden to present a resolution approving the request for designation as Forest Cover for a portion of property located at 8822 Wells Ferry Road to qualify for tax exemption

16. PUBLIC HEARING

Regarding a request for designation as Forest Cover for a portion of property located at 3000 Barcelona Terrace to qualify for tax exemption

17. RESOLUTION

Council Member Brown to present a resolution approving the request for designation as Forest Cover for a portion of property located at 3000 Barcelona Terrace to qualify for tax exemption

18. PUBLIC HEARING

Regarding a request for designation as Forest Cover/ Stream/ Stream Bank for a portion of property located at 4340 Tanglewood Road to qualify for tax exemption

19. RESOLUTION

Council Member Sechser to present a resolution approving the request for designation as Forest Cover/ Stream/ Stream Bank for a portion of property located at 4340 Tanglewood Road to qualify for tax exemption

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 AUXILLARY 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.

20. ORDINANCE

Council Member Brown to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zones Enumerated" by adding a No Parking Zone on Grove Crossing

21. ORDINANCE

Council Member Webster to present the second reading of an ordinance adjusting the rates for the Stormwater Utility, Sewer Utility, and Solid Waste Enterprise activities of the City

22. ORDINANCE

Council Member Baden to present the second reading of an ordinance adjusting the rental housing inspection fee scale to increase the cost of an annual rental license effective July 1, 2020

23. RESOLUTION (Item U Removed from Consent Agenda at the request of Council Member Webster for a conflict of interest)

Council Member Connors to present a resolution approving the final plat of Glenbrook Ridge Third Addition (replat), submitted by Nelson Construction & Development (Case 20-005)

24. CONSENT AGENDA

25. 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 AUXILLARY 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
MARCH 3, 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 February 18, 2020. (Approve and Adopt)

B. Resolution setting a public hearing for the adoption of the FY2020/21 Budget and Certification of Taxes. (Approve and Adopt)

C. Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of not-to-exceed $450,000 General Obligation Capital Loan Notes to evidence the obligations of the City thereunder. (Approve and Adopt)

D. Resolution setting the date for a public hearing and directing the advertising of bids for the Pleasant Drive Reconstruction Project east of Hollow View Drive to Greenfield Road. (Approve and Adopt)

E. Resolution setting the date for a public hearing and directing the advertising of bids for the Huntington Meadows Draintile Project. (Approve and Adopt)

F. Resolution setting the date for a public hearing and directing the advertising of bids for the Eastberry Court Reconstruction Project from 18th Street to end. (Approve and Adopt)

G. Resolution setting the date for a public hearing on the FY 2020 application for Federal Transit Administration Federal FY2020 Section 5310 Financial Assistance. (Approve and Adopt)

H. Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5307 Financial Assistance. (Approve and Adopt)

I. Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5339 Financial Assistance. (Approve and Adopt)

J. Resolution awarding the contract and approving the contract and bond for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road. (Approve and Adopt)

K. Resolution awarding the contract and approving the contract and bond for the 18th Street Reconstruction Project from Central Avenue to Lincoln Road. (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 AUXILLARY 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.

L. Resolution awarding the contract to Fisher Lawn Care, Inc. for the 2020 Citywide Landscape Maintenance Program. (Approve and Adopt)

M. Resolution awarding the contract to Fisher Lawn Care, Inc. for the 2020 Citywide Landscape Mulching Program. (Approve and Adopt)

N. Resolution awarding the contract to Fisher Lawn Care, Inc. for the Turf Maintenance Services Contract for City Facilities (2020-2022). (Approve and Adopt)

O. Resolution authorizing the Director of Public Works to issue a purchase order to Terry-Durin Co. for Traffic Signal Mast Arms. (Approve and Adopt)

P. Resolution approving the Professional Services Agreement with Bray Associates Architects, Inc. for the Palmer Hills Golf Course Service Building. (Approve and Adopt)

Q. Resolution accepting improvements for the 2019 Pavement Markings program. (Approve and Adopt)

R. Resolution approving a site development plan for 3150 Glenbrook Circle South, submitted by Nelson Construction & Development/Jacob Wolfgang (Case 19-100). (Approve and Adopt)

S. Resolution approving the Final Planned Unit Development Plan (PUD Plan) for 610 Holmes Street (Thomas Jefferson Addition), submitted by Applestone Homes, Inc./JJ Condon. (Case 20-007) (Approve and Adopt)

T. Resolution approving the final plat of Brickstone Addition (replat of Lots 7-12 Block 4, Town of Bettendorf First Addition), submitted by the City of Bettendorf. (Case 20-002) (Approve and Adopt)

~~U. Resolution approving the final plat of Glenbrook Ridge Third Addition (replat), submitted by Nelson Construction & Development (Case 20-005) (Approve and Adopt)~~ **MOVED TO ITEMS TO APPEAR #23**

V. Resolution approving a site development plan for property located north of 6100 Forest Grove Drive, submitted by Scott Emergency Communications Center (SECC) (Case 20-003). (Approve and Adopt)

W. Resolution setting a date for public hearing on an ordinance amending Section 11-11-3.A.1, Supplemental Use Regulations – Residential Uses of the City of Bettendorf Zoning Ordinance (Case 20-004). (Approve and Adopt)

X. Resolution setting a date for public hearing on an ordinance amending Section 11-2-7.R Kennels and 11-2-7.II Veterinary Services (General) of the City of Bettendorf Zoning Ordinance (Case 20-010). (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 AUXILLARY 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.

Y. Resolution approving and awarding the contract for asbestos testing for properties involved in the Flood Grant Buyout Program. (Approve and Adopt)

Z. Resolution approving and awarding the contract for hiring a closing agent (attorney) for properties involved in the Flood Grant Buyout Program. (Approve and Adopt)

AA. Resolution approving liquor license renewals for Crawford Brew Works, Oscar's Pub and Scrub Pub; and a new liquor license for Zeke's Island Cafe. (Approve and Adopt)

BB. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)

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 AUXILLARY 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.

MEETING DATE: March 3, 2020
REQUESTED BY: Schadt

COUNCIL LETTER

VISION:

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

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

Public hearing and resolution to approve the FY 2020/21 proposed maximum property tax levy.

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

Pursuant to changes in Iowa law, a public hearing will be held to set the FY 20/21 maximum property tax levy. Because property taxes levied in FY 20/21 will increase by more than 2% over the current year, a resolution approving the tax levy must be passed by 2/3 of the full council. Tax dollars in FY 20/21 will increase 5.62%, largely due to the $0.30 levy rate increase required to provide full-time, career firefighter coverage at Surrey Heights Fire Station. As in previous years, taxes dollars levied will also increase based on the value of new residential and commercial construction and overall growth in assessed valuation.

After this public hearing and adoption of the maximum property tax levy resolution, a public information meeting will be held at Bettendorf City Hall, on March 12, 2020 at 6:30 pm. Finally, on March 17, 2020, a second public hearing will be held regarding the final approval and adoption of the FY 2020/21 Budget.

List Attachments:

- Resolution
- Public Hearing Notice

RESOLUTION NO. _____- 20

Resolution Approving the Maximum Property Tax Levy for Fiscal Year 2020/21 Budget

WHEREAS, the City Council of the City of Bettendorf have considered the proposed FY2020/21 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on March 3, 2020,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf that the maximum property tax dollars for the affected tax levies for FY20/21 shall not exceed $18,867,259.

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY 2020/21 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY 2019/20.

Roll Call Vote: Ayes:_____

Nays:_____

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn

CITY NAME	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY	CITY CODE
Bettendorf	Fiscal Year July 1, 2020 - June 30, 2021	82-770

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date:	Meeting Time:	Meeting Location:
3/3/2020	7:00 PM	1609 State St., Bettendorf, IA 52722

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy.
After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available):		City Telephone Number:			
www.bettendorf.org		563-344-4000			
Iowa Department of Management		**Current Year Certified Property Tax 2019/2020**	**Budget Year Effective Property Tax 2020/2021****	**Budget Year Proposed Maximum Property Tax 2020/2021**	**Annual % CHG**
Regular Taxable Valuation	1	2,381,715,505	2,418,877,662	2,418,877,662	
Tax Levies:					
Regular General	2	$17,862,868	$17,862,868	$13,880,052	
Contract for Use of Bridge	3	$0	$0		
Opr & Maint Publicly Owned Transit	4	$0	$0	$563,161	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5	$0	$0		
Opr & Maint of City-Owned Civic Center	6	$0	$0		
Planning a Sanitary Disposal Project	7	$0	$0		
Liability, Property & Self-Insurance Costs	8	$0	$0	$679,423	
Support of Local Emer. Mgmt. Commission	9	$0	$0		
Emergency	10	$0	$0		
Police & Fire Retirement	11	$0	$0	$1,519,561	
FICA & IPERS	12	$0	$0		
Other Employee Benefits	13	$0	$0	$2,225,062	
***Total 384.15A Maximum Tax Levy**	14	$17,862,868	$17,862,868	$18,867,259	**5.62%**
Calculated 384.15A MaximumTax Rate	15	$7.50000	$7.38478	$7.80000	

Explanation of significant increases in the budget:

The most significant change to the General Fund budget is the addition of six firefighters to provide full-time coverage at the Surrey Heights Fire Station. Rental Housing Inspection duties will be moved to the Community Develpment Department and two part-time Code Enforcement Officers will be upgraded to full time to supplement those efforts. Also includes the early hire of replacements for two retiring police officers and increased required contributions to the Fire & Police pension system.

If applicable, the above notice also available online at:

www.bettendorf.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

*** Proof of Publication ***

STATE OF IOWA
SCOTT COUNTY, } ss.

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 63912

The affiant further deposes and says that all of th
the foregoing affidavit are true as he/she verily b

Molly Cox

CITY NAME	NOTICE OF PUBLIC HEARING - PROPOSED PROPERTY TAX LEVY	CITY CODE
Bettendorf	Fiscal Year July 1, 2020 - June 30, 2021	82-770

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy.
After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.bettendorf.org — **City Telephone Number:** 563-344-4000

Iowa Department of Management		Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
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Opr & Maint Publicly Owned Transit	4	$0	$0	$563,161	
Rent, Ins. Maint. of Non-Owned Civ. Ctr.	5	$0	$0	$0	
Opr & Maint of City-Owned Civic Center	6	$0	$0	$0	
Planning a Sanitary Disposal Project	7	$0	$0	$0	
Liability, Property & Self-Insurance Costs	8	$0	$0	$679,423	
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Police & Fire Retirement	11	$0	$0	$1,519,561	
FICA & IPERS	12	$0	$0	$0	
Other Employee Benefits	13	$0	$0	$2,225,062	
*Total 384.15A Maximum Tax Levy	14	$17,862,868	$17,862,868	$18,867,259	5.62%
Calculated 384.15A Maximum Tax Rate	15	$7.500	$7.385	$7.800	

Explanation of significant increases in the budget:

The most significant change to the General Fund budget is the addition of six firefighters to provide full-time coverage at the Surrey Heights Fire Station. Rental Housing Inspection duties will be moved to the Community Develpment Department and two part-time Code Enforcement Officers will be upgraded to full time to supplement those efforts. Also includes the early hire of replacements for two retiring police officers and increased required contributions to the Fire & Police pension system.

If applicable, the above notice also available online at:

www.bettendorf.org

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy
** Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Section: Notices & Legals
Category: 2520 Miscellaneous Notice
PUBLISHED ON: 02/19/2020

TOTAL AD COST: 98.57
FILED ON: 2/19/2020

Subscribed and sworn to before me by said affiant this 19 day of February 2020

Notary Public in and for Scott County, Iowa

NOTARIAL SEAL IOWA
CHERYL LOU SCHEMMEL
Commission Number 815098
My Commission Expires
February 04, 2022

MEETING DATE: March 3, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 2

Item Title:

Public hearing for the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive.

Resolution approving the plans, specifications and form of contract for the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive.

Explanation:

The proposed improvements consist of reconstructing approximately 3,028 square yards of 31-foot wide and 6-inch thick P.C.C. pavement. Work includes traffic control, erosion control, concrete pavement, partial sidewalk and driveway replacement, manhole and intake adjustments, street and boulevard grading, placement of topsoil, sodding, 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 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)

RESOLUTION NO._____-20

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE QUEENS DRIVE RECONSTRUCTION PROJECT FROM GREENBRIER DRIVE TO PLYMOUTH DRIVE

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

Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive

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 3rd day of March, 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 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 3, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: All

Item Title:

Public hearing for the 2020 Full Depth Patching Program.

Resolution approving the plans, specifications and form of contract for the 2020 Full Depth Patching Program.

Explanation:

The proposed improvements consist of full-depth concrete patching, utility structure repairs and adjustments, and other work associated with the replacement of nearly 9,000 square yards of existing pavement along various streets 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)

RESOLUTION NO._____-20

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE 2020 FULL DEPTH PATCHING 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 Full Depth Patching 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 3rd day of March, 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 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Chris Curran

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:

PUBLIC HEARING FOR REQUEST FOR DESIGNATION AS OPEN PRAIRIE FOR A PORTION OF PROPERTY LOCATED AT 8972 WELLS FERRY ROAD TO QUALIFY FOR TAX EXEMPTION.

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

The Council has approved a policy on land set aside for conservation purposes. Marilyn Leonard requests property she owns receive that designation. Pursuant to the policy, the council is asked to set a public hearing on the matter and send notice to adjacent property owners, both of which have been done.

If approved, tax revenues from the property so designated will end.

ATTACHMENTS:

- **Resolution**
- **Letter from Scott County**
- **Application**
- **Aerial Photo**
- **Policy**

RESOLUTION _____ - 20

APPROVING REQUEST FOR TAX EXEMPTION FOR 8972 WELLS FERRY ROAD

WHEREAS, the owner of property located at 8972 Wells Ferry Road has requested to have a portion of her property designated as tax exempt; and

WHEREAS, pursuant to policy adopted by the City Council, the Council has held a public hearing on the request, and considered the comments of adjoining properties, if any.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, said request is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

OFFICE OF THE COUNTY ADMINISTRATOR
600 West Fourth Street
Davenport, Iowa 52801-1187

Ph: (563) 326-8702 Fax: (563) 328-3285
www.scottcountyiowa.com

February 11, 2020

Mayor Robert Gallagher
Bettendorf City Hall
1609 State Street
Bettendorf, Iowa 52722

Dear Mayor Gallagher:

The Board of Supervisors approved the implementation of the Slough Bill on March 29, 1990. The Slough Bill provisions allow exemptions for wetlands, recreational lakes, forest cover, forest reservations, rivers and streams, river and stream banks, wildlife habitat, native prairies and open prairies.

The resolution states that the Board will not consider exemptions for otherwise qualifying real property when it is located within the corporate limits of any municipality until the city council of that municipality first gives approval to the exemption request. We have received a request **Marilyn Leonard** for Parcels #943607101 and #943607102 representing a total of 6.5 acres, a request from **Gary Fincher** for Parcels #943607006 and #943607007 representing a total of 10.7 acres, request from **Jim and Judy Tully** for Parcel #841017204 representing a total of 10.7 acres, and a request from **Chad Miller** for Parcel #8414172032 for 4.3 acres, filed as a backup to the Forest Reservation Exemption. The exemption requests are enclosed for your city council's review and consideration.

Please notify me as soon as possible once the Bettendorf City Council has taken action on these exemption requests. Contact Tom McManus, Scott County Assessor, should additional information be needed.

Sincerely,

Renee Luze-Johnson
Executive Assistant
renee.luze-johnson@scottcountyiowa.com

cc: Tom McManus, County Assessor
Property Owners

IOWA

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: MARILYN LEONARD

Phone: (563) 289-5802 eMail: mleonardbett@gmail.com

County of: SCOTT Number of Acres: 6.50

I MARILYN LEONARD swear or affirm that I am the owner of the following legally described property: PARCEL 943607102 - 1.95

Parcel 943607101 - 4.55

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

open prairie

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: Marilyn C Leonard Date: Jan. 3, 2020

Address: 8972 Wells Ferry Rd, Bettendorf IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [signature] Date: 2/5/2020

Chairman, Scott County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

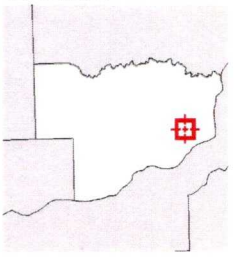
Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Scott County / City of Davenport, Iowa

943607102 & 943607101

Overview



Policy on approval of tax exemptions for Natural Conservation
And Wildlife Areas

Whereas, the Iowa Code (427.1) allows certain real estate to be maintained in tax exempt status when certain conditions are met, and

Whereas, for areas to be designated natural conservation and wildlife areas before such status can be approved within a city, city council permission must be granted, and

Whereas, the adoption of a policy on the consideration of such requests will help guide the Council in its decision making.

NOW THEREFORE UPON REQUEST BY THE COUNTY BOARD OF SUPERVISORS TO CONSIDER A TAX EXEMPTION REQUEST, THE COUNCIL SHALL:

1. Mail notice to all property holders within 200 feet of the parcel under consideration of the request to designate the ground as natural conservation and wildlife area, and invite written or oral comment at the designated council meeting.
2. Request the applicant to come before the Council, to show the area being requested for tax exempt status, explain what actions the applicant has taken in order to establish the area as natural conservation or wildlife area, how long the applicant expects the ground to remain in that status, and the expected property tax saving associated with the designation.
3. The Council may approve, approve with conditions, or deny the application. In the event the applicant does not follow the conditions, the application shall be deemed to be denied.
4. The City Administrator shall notify the County board of Supervisors of the decision of the Council.

FACTORS TO CONSIDER IN DETERMINING WHETHER THE COUNCIL SHALL APPROVE A REQUEST

- The size of the parcel to be designated as natural conservation or wildlife area
- The area's suitability for other use; that is, in the absence of the property tax abatement, would the ground likely develop or be used for other purpose
- The amount of public access that will be available for the parcel
- The impact of the proposal on surrounding property
- The amount of tax revenue which will be lost by virtue of the approval of the request
- The length of time the parcel is expected to remain as a nature conservation/wildlife area
- The impact or potential impact the designation would have on benefiting environmental concerns such as storm water runoff, water quality, air quality, and the preservation or enhancement of native plant species
- The impact or potential impact the designation would have on benefiting wildlife habitat

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Chris Curran

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 SETTING THE DATE FOR A PUBLIC HEARING FOR REQUEST FOR DESIGNATION AS FOREST COVER FOR A PORTION OF PROPERTY LOCATED AT 8822 WELLS FERRY ROAD TO QUALIFY FOR TAX EXEMPTION.

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

The Council has approved a policy on land set aside for conservation purposes. Gary and Elizabeth Fincher request property they own receive that designation. Pursuant to the policy, the council is asked to set a public hearing on the matter and send notice to adjacent property owners, both of which have been done.

If approved, tax revenues from the property so designated will end.

ATTACHMENTS:

- **Resolution**
- **Letter from Scott County**
- **Application**
- **Aerial Photo**
- **Policy**

RESOLUTION _____ - 20

APPROVING REQUEST FOR TAX EXEMPTION FOR 8822 WELLS FERRY ROAD

WHEREAS, the owners of property located at 8822 Wells Ferry Road have requested to have a portion of their property designated as tax exempt; and

WHEREAS, pursuant to policy adopted by the City Council, the Council has held a public hearing on the request, and considered the comments of adjoining properties, if any.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, said request is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

IOWA

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: Gary Fincher

Phone: (563) 349-9400 eMail: garydonfincher@gmail.com

County of: Scott Number of Acres: 10.70

I Gary &/or Elizabeth Fincher swear or affirm that I am the owner of the following legally described property: Parcel 943607006 & Parcel ~~943607707~~ 943607007

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

Forest Cover

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: Gary Fincher Date: 1/11/2020 Emailed per instructions Signed

Address: 8822 Wells Ferry Rd, Bettendorf IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: _____ Date: 2/5/2020

Chairman, Scott County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

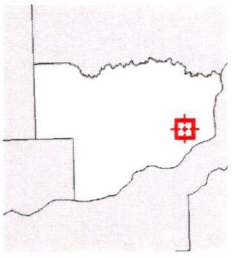
Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Scott County / City of Davenport, Iowa

9431007001C & 9431007007

Overview



COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Chris Curran

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 SETTING THE DATE FOR A PUBLIC HEARING FOR REQUEST FOR DESIGNATION AS FOREST COVER FOR A PORTION OF PROPERTY LOCATED AT 3000 BARCELONA TERRACE TO QUALIFY FOR TAX EXEMPTION.

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

The Council has approved a policy on land set aside for conservation purposes. James and Judy Tully requests property they own receive that designation. Pursuant to the policy, the council is asked to set a public hearing on the matter and send notice to adjacent property owners, both of which have been done.

If approved, tax revenues from the property so designated will end.

ATTACHMENTS:

- **Resolution**
- **Letter from Scott County**
- **Application**
- **Aerial Photo**
- **Policy**

RESOLUTION _____ - 20

APPROVING REQUEST FOR TAX EXEMPTION FOR 3000 BARCELONA TERRACE

WHEREAS, the owner of property located at 3000 Barcelona Terrace has requested to have a portion of their property designated as tax exempt; and

WHEREAS, pursuant to policy adopted by the City Council, the Council has held a public hearing on the request, and considered the comments of adjoining properties, if any.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, said request is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

IOWA

LM

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: JIM & JUDY TULLY

Phone: (563) 332-5585 eMail: _____

County of: SCOTT Number of Acres: 10.70

I JUDY A TULLY REVOCABLE TRUST swear or affirm that I am the owner of the following legally described property: PARCEL #841017204

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

FOREST COVER

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: X James Tully TRUSTEE Date: 1-16-2020

Address: 3000 BARCELONA TERRACE, BETTENDORF IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: _____ Date: 2/5/2020

Chairman, Scott County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

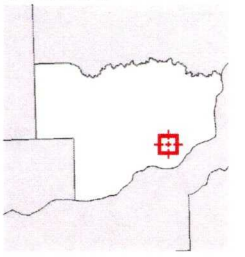
Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Scott County / City of Davenport, Iowa

8410 17204

Overview



COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Chris Curran

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 SETTING THE DATE FOR A PUBLIC HEARING FOR REQUEST FOR DESIGNATION AS FOREST COVER/ STREAM/ STREAM BANK FOR A PORTION OF PROPERTY LOCATED AT 4340 TANGLEWOOD ROAD TO QUALIFY FOR TAX EXEMPTION.

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

The Council has approved a policy on land set aside for conservation purposes. Chad Miller requests property he owns receive that designation. Pursuant to the policy, the council is asked to set a public hearing on the matter and send notice to adjacent property owners, both of which have been done.

If approved, tax revenues from the property so designated will end.

ATTACHMENTS:

- **Resolution**
- **Letter from Scott County**
- **Application**
- **Aerial Photo**
- **Policy**

RESOLUTION _____ - 20

APPROVING REQUEST FOR TAX EXEMPTION FOR 4340 TANGLEWOOD ROAD

WHEREAS, the owner of property located at 4340 Tanglewood Road has requested to have a portion of his property designated as tax exempt; and

WHEREAS, pursuant to policy adopted by the City Council, the Council has held a public hearing on the request, and considered the comments of adjoining properties, if any.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, said request is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

IOWA

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: Chad A. Miller

Phone: (563) 349-8692 eMail: TaxExApp@millerwrks.com

County of: Scott Number of Acres: 4.30

I Chad Miller swear or affirm that I am the owner of the following legally described property: SW 1/4 NW 1/4 Sec 14, Davenport Twp, T78N R04E, Scott County Parcel #8414172032 (SouthWest 1/4 of the NorthWest 1/4 of Section 14 Township 78 North range 4 East of the 5th p.m.)

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:
Forest Cover / Stream / Stream Bank

I have attached or previously filed:

An aerial photo of the property: ☒

This Application is being filed as a backup to the Forest Reservation Exemption authorized by Scott County Assessor Tom McManus and will only be in effect if that exemption does not apply.

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: Chad Miller Date: 1/31/2020

Address: 4340 TangleWood Road Bettendorf, IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Chad Miller Date: 2/5/2020

Chairman, Scott County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Slough Bill Application Area

Date: 1/15/2020

Customer(s): CHAD A MILLER

District: SCOTT SOIL & WATER CONSERVATION DISTRICT

Field Office: DAVENPORT SERVICE CENTER

Agency: USDA-NRCS

Assisted By: J. Bisinger

Legal Description: 4.3 AC

Legend

- forest_cover ~~1.6 ac~~ 2.0 AC
- slough-stream & stream banks 2.3 ac
- Consplan-t4894
- Iowa - Counties
- Scott Co - Townships

Prepared with assistance from USDA-Natural Resources Conservation Service

USDA

90 0 90 180 270 360 Feet

N

IOWA

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: Chad A. Miller

Phone: (563) 349-8692 eMail: TaxExApp@millerwrks.com

County of: Scott Number of Acres: ~~4.90~~ 4.3

I Chad Miller swear or affirm that I am the owner of the following legally described property: SW 1/4 NW 1/4 Sec 14, Davenport Twp, T78N R04E, Scott County Parcel #8414172032 (SouthWest 1/4 of the NorthWest 1/4 of Section 14 Township 78 North range 4 East of the 5th p.m.)

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

Forest Cover / Stream / Stream Bank

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

This Application is being filed as a backup to the Forest Reservation Exemption authorized by Scott County Assessor Tom McManus and will only be in effect if that exemption does not apply.

Applicant Signature: Chad Miller Date: 1/09/2020

Address: 4340 TangleWood Road Bettendorf, IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: _____ Date: _____

Chairman, _____ County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Slough Bill Application Area

Date: 1/24/2012

Customer(s): CHAD MILLER
District: SCOTT SOIL & WATER CONSERVATION DISTRICT
Approximate Acres: 4.9 ac
Legal Description: T4894

Field Office: DAVENPORT SERVICE CENTER
Agency: USDA-NRCS
Assisted By: DOUGLAS JOHNSON

Legend

- Slough Bill Application Area (Forest Cover-1.6 acres)
- Slough Bill Application Area (Stream and Stream Banks-2.3 acres)
- Consplan-t4894
- Iowa - Counties

Iowa - Highways

TYPE

- INTERSTATE
- STATE
- US
- Scott Co - Section Lines
- Scott Co - Townships

N

90 0 90 180 270 360 Feet

McClurg, Jan - NRCS-CD, Davenport, IA

From: Chad Miller <chad@millerwrks.com>
Sent: Thursday, January 30, 2020 5:37 PM
To: McClurg, Jan - NRCS-CD, Davenport, IA
Subject: 2020 Forest Cover/Slough Bill Application
Attachments: SloughBillApplication.jpg; MillerParcel8414172032SloughBillExemptionSigned.PDF

Hi Jan,

Here is my application for 2019. Please let me know that you received it. Thanks
-Chad

PS This application is being filed as a backup to the Forest Reserve Exemption authorized by Scott County Assessor Tom McManus.

In Iowa District Court Case CVCV29170 held on January 23, 2019 the transcript contains the following remarks:

Mr. Cusack, Assistant Scott County Attorney, said "In 2018 it went to, I believe, forest exemption over that slough bill, so for 2018 the property has already got an exemption."

Mr. Cusack also said "And we have pretty much agreed on that because we have given the slough bill exemption and now forest exemption,"

McManus said "As of January 1, 2017, the answer is no. However, that's no longer contested. I believe as of this morning and then as of January 1, 2018, I believe the answer is yes."

McManus said "There was slough bills through, I believe, from 2013 or '14 through 2015 and '16. I believe, none for 2017 and then there was another sort of conservation plan for 2018."

Mr. Cusack said "Mr. Wing makes much of adding the slough and forest bill land to the big number of acres."

Based on these remarks I assume the property has a Forest Reserve Exemption authorized by Scott County Assessor McManus, so I am filling for a slough bill exemption in case the doesn't hold up.

From: Chad Miller
Sent: Thursday, February 14, 2019 1:42 PM
To: McClurg, Jan - NRCS-CD, Davenport, IA (Jan.McClurg@ia.nacdnet.net) <Jan.McClurg@ia.nacdnet.net>
Subject: FW: 2019 Forest Cover/Slough Bill Application

Hi Jan,
I'm resending this because I never heard back from you. I'm sure you were swamped with the government shutdown. Did you receive my below email? I've reattached the application documents again. Hopefully your getting caught up. Thanks
-Chad

From: Chad Miller
Sent: Wednesday, January 23, 2019 3:35 PM

To: McClurg, Jan - NRCS-CD, Davenport, IA (Jan.McClurg@ia.nacdnet.net) <Jan.McClurg@ia.nacdnet.net>
Subject: 2019 Forest Cover/Slough Bill Application

Hi Jan,
Here is my application for 2019. Please let me know that you received it. Thanks
-Chad

From: Chad Miller
Sent: Wednesday, January 17, 2018 11:53 AM
To: McClurg, Jan - NRCS-CD, Davenport, IA (Jan.McClurg@ia.nacdnet.net) <Jan.McClurg@ia.nacdnet.net>
Subject: 2018 Forest Cover/Slough Bill Application

Hi Jan,
Here is my application for 2018. Please let me know that you received it. Thanks
-Chad

From: Chad Miller
Sent: Wednesday, December 28, 2016 3:04 PM
To: Jan.McClurg@ia.nacdnet.net
Subject: FW: 2016 Forest Cover/Slough Bill Application

Hi Jan,
Here is my application for 2017. Please let me know that you received it. Thanks
-Chad

From: Chad Miller
Sent: Wednesday, December 02, 2015 2:11 PM
To: 'McClurg, Jan - NRCS-CD, Davenport, IA'
Subject: RE: 2015 Forest Cover/Slough Bill Application

Hi Jan,
Here is my application for 2016. Please let me know that you received it. Thanks
-Chad

From: McClurg, Jan - NRCS-CD, Davenport, IA [mailto:Jan.McClurg@ia.nacdnet.net]
Sent: Monday, January 26, 2015 1:12 PM
To: Chad Miller
Subject: RE: 2015 Forest Cover/Slough Bill Application

Chad, I received the application. I start taking 2016 on October 1st so anytime between 10/1/15 and 2/1/16 for next year. Thanks. Jan.

From: Chad Miller [mailto:chadmiller@millerwrks.com]
Sent: Monday, January 26, 2015 12:36 PM
To: McClurg, Jan - NRCS-CD, Davenport, IA
Subject: 2015 Forest Cover/Slough Bill Application

Thanks for the phone call reminder. What is the date I can send this in for 2016? I will put it on my calendar.

From: Chad Miller
Sent: Monday, January 06, 2014 12:01 PM

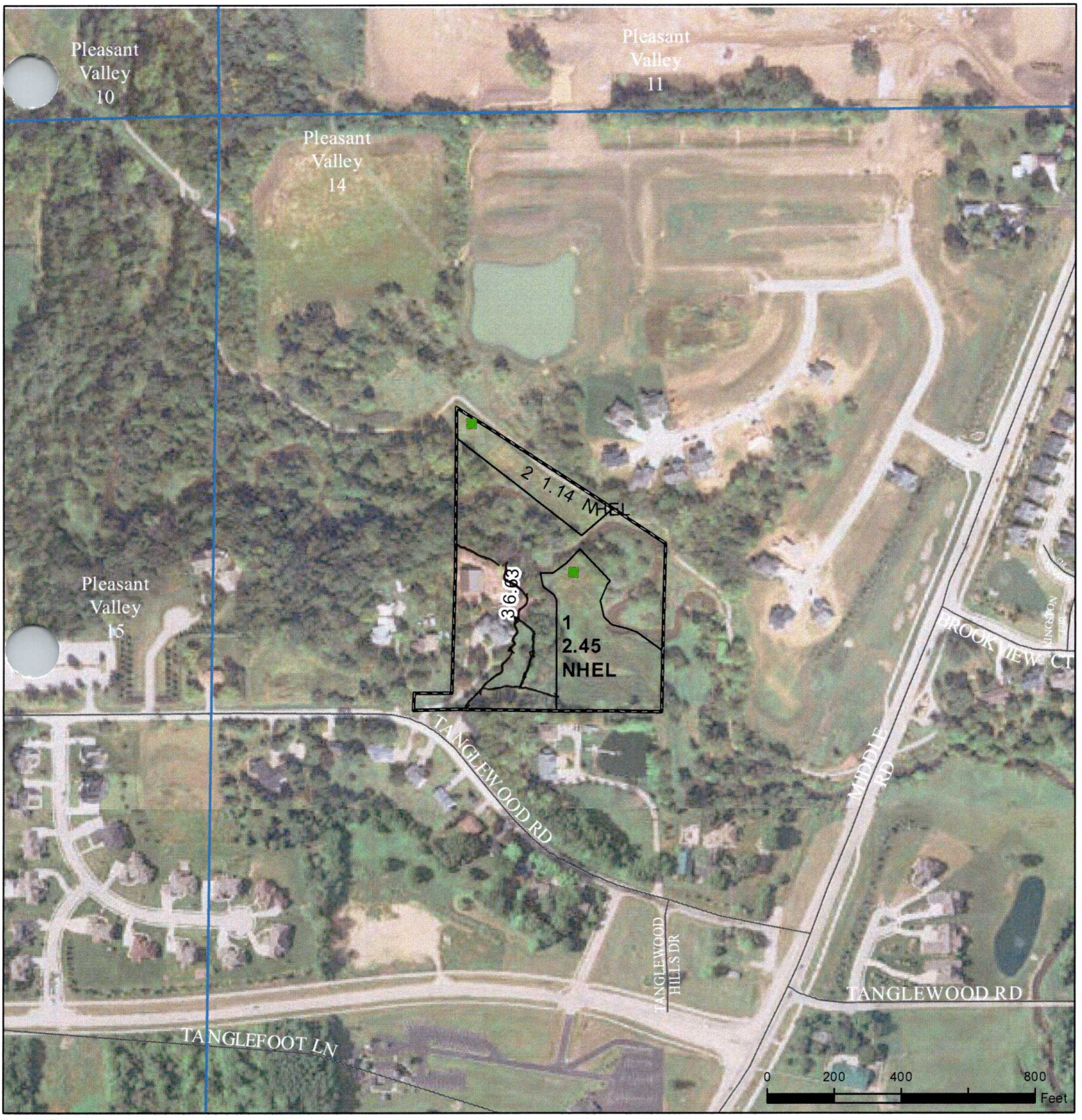
To: 'McClurg, Jan - NRCS-CD, Davenport, IA'
Subject: 2014 Forest Cover/Slough Bill Application

Hi Jan,
Are you the right person to get the attached information to?
Thanks
Chad Miller
4340 TangleWood Road
Bettendorf, IA 52722
563-349-8692

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

USDA United States Department of Agriculture

Scott County, Iowa



Legend

Non-Cropland | CRP | Iowa PLSS
Cropland | Tract Boundary | Iowa Roads

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 3.59 acres

2019 Program Year
Map Created May 23, 2019

Farm 5870
Tract 4894

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA is an equal opportunity provider, employer, and lender

MEETING DATE: March 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-131 (A), "No Parking Zones Enumerated" by adding a No Parking Zone on Grove Crossing.

Explanation:

As part of the Forest Grove Crossing 1st Addition approval, a fire access lane was required to be constructed on the east side of the property which would connect the stub streets running east and west to the main entrance. The north half of the subdivision contains multi-family dwellings and exceeds the occupancy threshold for a single point of access. The 3rd Addition was approved in the fall of 2019 with construction anticipated to begin shortly. Construction will involve the continued extension of the east-west streets which will temporarily make the fire access lane inaccessible. To ensure adequate access for emergency services, the developer and staff have agreed to restrict parking along the west side of Grove Crossing from the intersection of Jakes Lane to the intersection of Shanes Way, until such time that the fire access lane can be restored.

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

The cost of publication and the erection of signs.

List Attachments:
Ordinance

ORDINANCE NO._____-20

ORDINANCE AMENDING BETTENDORF CITY CODE
SECTION 6-1-131(A) "NO PARKING ZONES ENUMERATED"
BY ADDING A NO PARKING ZONE ON GROVE CROSSING

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-131(A) entitled, "No Parking Zones Enumerated" is hereby amended by **adding** thereto the following no parking zone:

"Grove Crossing, on the west side, from the intersection at Jakes Lane to the intersection of Shanes Way"

Section Two. Full Force and Effect. This ordinance shall be in full force and effect the date of passage and publication as required by law.

Section Three. Severability of Provisions. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section Four. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Bettendorf IOWA
a premier city

MEETING DATE: March 3, 2020

COUNCIL LETTER

REQUESTED BY: Schadt

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

An Ordinance adjusting the rates for Stormwater Utility, Sewer Utility, and Solid Waste Enterprise activities of the City

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

During the FY 2020/21 budget work sessions, staff presented the Mayor and Council with a plan to balance revenues and expenditures in several Enterprise Funds by raising user fees. The increases needed in the Stormwater and Sewer Utility funds are primarily project driven, and a complete list of projects for these funds can be found in the City's FY 2020/21 Capital Improvement Plan. Fee increases are proposed in the Solid Waste Fund to maintain a breakeven operation and to adequately fund future truck and cart replacements.

The proposed increases are outlined in detail in the attached ordinance establishing the rate changes effective April 1, 2020, or on the day of publication, whichever occurs later.

The proposed increase in rates are summarized below:

Monthly Solid Waste Fee	Increase 4%
Monthly Stormwater Fee per Equivalent Residential Unit (ERU)	Increase from $4.80 to $5.00 ERU
Unit charge per 100 cubic feet of Sewer Wastewater	Increase from $3.28 to $3.41

Three readings are required to pass the Ordinance, unless the Council chooses to wave the rules. The March 3 reading will be the second of three.

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

Raising the fees, as proposed, will maintain balanced operations for each of the Sewer Enterprise, Stormwater Enterprise and Solid Waste Enterprise Funds for FY 2020/21.

List Attachments:

Ordinance, Section 8-3-6; Section 8-2-6; Section 9-1-7. Reviewed by City Attorney.

Ordinance _____-20

An Ordinance Adjusting the rates for Stormwater Utility, Sewer Utility, and Solid Waste Enterprise activities of the City

Whereas, the revenues generated by the rates in the stormwater utility, the sanitary sewer utility, and the solid waste enterprise do not match expenses, and

Whereas, it is a goal of these activities that the revenues equal the expenses,

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

Section One. Section 8-3-6 of the municipal code is hereby deleted, and the following substituted therefore, effective April 1, 2020:

"Sec. 8-3-6. **GARBAGE AND RECYCLING COLLECTION RATES**:

The city shall utilize an automated garbage collection service and the rate for the combined garbage and recycling collection shall be as established in subsections B and C of this section, effective April 1, 2020:

A. Yard Waste: The rate for the sticker which is affixed to the yard waste bag shall be one dollar sixty cents ($1.60). Each bag shall require a separate sticker for collection.

B. Garbage and Recycling: Users of garbage collection service shall be charged a fee as follows:

Garbage & Recycling	Monthly Fee
32 gallon cart/every other week	$8.58
32 gallon cart/weekly collection	$12.86
65 gallon cart/weekly collection	$17.11
95 gallon cart/weekly collection	$21.39
Quarterly handling charge per billing	$4.00

C. Cart Exchange: Users wanting to exchange an existing cart for a different sized cart will be billed a twenty-five dollar ($25.00) exchange fee.

D. Excess Garbage: Users who have garbage beyond what the cart will hold shall place a special garbage sticker on the bag of garbage to be collected; only

garbage bags bearing the sticker shall be collected. The special garbage sticker shall be three dollars ($3.00) per bag.

E. Nonpayment; Lien: Users shall pay the fee charged in subsections B and C of this section on a quarterly basis, with such billing to the address of service by the city. In the event the bill is not paid, the unpaid amount shall be assessed against the property and become a lien thereon, payable in the manner of property taxes as allowed by section 384.84 of the state code (2007) or as it may later be amended.

F. Date Due; Penalty: All garbage and recycling charges are due and payable thirty (30) days following the date of billing. When a bill becomes past due, a late charge equal to ten percent (10%) of the garbage and recycling charge shall be added to the original bill and a new bill shall be mailed to the user. The revised bill is due and payable fifteen (15) days following the date the first bill became due and payable."

Section Two. Section 8-2-6(H) of the municipal code is hereby deleted and the following substituted therefore, effective April 1, 2020:

"Sec. 8-2-6. **SEWER UTILITY RATES**:

…

H. Rate Charged:

1. Effective April 1, 2020, the comprehensive sewer service charge, as provided in this section, to be paid by the users of the wastewater treatment facilities of the city and billed beginning April 1, 2020, is hereby established as three dollars and forty-one cents ($3.41) per one hundred (100) cubic feet of metered water usage plus a six dollar ($6.00) quarterly handling charge per billing.

2. The comprehensive sewer service charges for residential users connected to the sanitary sewer but who do not receive water through a metered service of the Iowa-American Water Company shall be billed by the city clerk to each dwelling unit user every three (3) months and is hereby established as eighty dollars and ninety-nine cents ($80.99) plus a six dollar ($6.00) handling charge per billing for a total cost of eighty-six dollars and ninety-nine cents ($86.99) every three months beginning with bills mailed April 1, 2020."

Section Three. Section 9-1-7 of the municipal code is hereby deleted, and the following substituted therefore, effective April 1, 2020:

"Sec. 9-1-7: **STORMWATER SERVICE CHARGES AND FEES:**

A. Accrual Of Charges; Billing: Stormwater service charges shall accrue beginning July 1, 2003, and shall be billed periodically thereafter to customers, except as specific exemptions and credits may apply.

B. ERU Standards: The following ERU standards shall apply, effective April 1, 2020:

1. Charges: Stormwater service charges are per equivalent residential unit (ERU) or increment thereof. The charge per ERU shall be five dollars ($5.00) per month plus a four dollar ($4.00) quarterly handling charge per billing.

2. Residential Detached Dwelling Units: Residential properties with detached dwelling units shall be charged a stormwater fee based upon the amount of impervious area found on the property. The calculations of impervious area are based upon a formula that uses the total amount of square footage of land, as shown on the official records at the Scott County assessor's office, multiplied by a factor of thirty percent (30%). This value is then divided by two thousand five hundred (2,500) to determine the amount of equivalent residential units (ERUs) for that property. No property shall be charged less than one ERU per month. No property shall be charged more than five (5) ERUs per month.

3. Other Developed Lands: All developed lands not classified as detached dwelling units shall be billed for one equivalent residential unit (ERU) for each two thousand five hundred (2,500) square feet of impervious surface or increment thereof. (Ord. 05-16, 3-15-2016)”

Section Four. Full Force and Effect.

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

Section Five . Repealer.

This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Six . Severability of Provisions.

If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section Seven . Municipal Infraction.

Any person, firm, or corporation who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Section 1-4-2 of the Municipal Code of the City of Bettendorf, Iowa.

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

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf IOWA
a premier city

MEETING DATE: March 3, 2020

COUNCIL LETTER

REQUESTED BY: Schadt

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

An Ordinance adjusting the rental housing inspection fee scale to increase the cost of an annual license effective July 1, 2020.

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

During the FY 2020/21 budget work sessions, staff presented the Mayor and Council with a plan to increase rental license fees to offset costs of the rental inspection program.

The proposed increases are outlined in detail in the attached ordinance establishing the rate changes effective July 1, 2020, or on the day of publication, whichever occurs later.

The proposed increase in rates are summarized below:

Annual Rental License Base Fee	$10 Increase from $25 to $35
Each additional unit under one roof	$2 Increase from $8 to $10

Three readings are required to pass the Ordinance, unless the Council chooses to wave the rules. The March 3 reading will be the second of three.

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

Raising the fees, as proposed, is a consideration in the budget recommendation for FY 2020/21.

List Attachments:

Ordinance, Section 10-8B-3; Reviewed by City Attorney.

Ordinance _____-20

An Ordinance Adjusting the rental housing inspection fee scale to increase the cost of an annual rental license effective July, 1 2020.

Whereas, the revenues generated by the rental licensing program partially offset the expenditures of the rental inspection program, and

Whereas, it is a goal of Council to expand the rental inspection program as component of Code Enforcement in the Community Development Department,

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

Section One. Section 10-8B-3 of the municipal code is hereby deleted, and the following substituted therefore, effective July 1, 2020:

Fees are due annually on January 1. License fees for new or newly sold rental properties may be prorated quarterly. If a rental property is sold, the new owner shall register the property within thirty (30) days of the sale. Once the application is received, a license will be issued. Landlords must hold a current license and certificate of compliance to rent residential property in the city per section 10-8B-2 of this article. A current application is due before the inspection date. All units are on a four (4) year inspection cycle. Life, health, and safety related violations will be on a shorter inspection or reinspection time frame. Payment of the license fee shall pay for the city's administrative cost of license issuance, as well as one inspection per four (4) year cycle. Any out of cycle inspections, whether at tenant or landlord request, shall follow the fee schedule set out below:

	ANNUAL LICENSE FEE		
	1 unit	$35.00	
	For each additional unit under 1 roof	10.00	
	MISCELLANEOUS CHARGES		
	No show fee	$40.00	per scheduled unit
	Late cancellation fee	40.00	per scheduled unit
	Filing of appeal	50.00	
	INSPECTION FEES		
	Once per 4 year cycle	$ 0.00	(provided in license fee)

	Out of cycle or reinspection fee	50.00	per inspection
	If inspection is at the request of tenant, and the complaint is not founded, the inspection fee of $50.00 may be charged to the tenant		
	Inspection pursuant to tenant notification of security deposit	50.00	with the fee waived if no violations of code found

Any of the above inspection fees may be waived by the rental inspector when the problem discovered is not a life safety issue, and is rectified by the responsible party within thirty (30) days. (2008 Code app. A § 15-12)

Section Two. Full Force and Effect.

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

Section Three. Repealer.

This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Four. Severability of Provisions.

If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section Five. Municipal Infraction.

Any person, firm, or corporation who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Section 1-4-2 of the Municipal Code of the City of Bettendorf, Iowa.

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

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving the final plat of Glenbrook Ridge Third Addition, submitted by Nelson Construction & Development. (Case 20-005)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Nelson Construction & Development has submitted the final plat of Glenbrook Ridge Third Addition (see Aerial Photo - Attachment A). The proposed subdivision is a replat of part of Glenbrook Ridge Second Addition (see Glenbrook Ridge Second Addition Final Plat – Attachment B). The proposed final plat is a replat of Lots 2, 3, 6, 7, 13, 16, 17 and Outlots E, 3, 4 and 5 of Glenbrook Ridge Second Addition (see previous plat - Attachment C). The previously approved site development plan shows the matching boundaries and storm water detention area (see Site Development Plan – Attachment D).

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at its February 19 meeting.

Consult the Planning and Zoning Commission staff report for further details.

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

List Attachments:
Resolution; (A) Aerial Photo; (B) Original Plat; (C) Final Plat; (D) Site Development Plan; (E) Staff report to the Planning and Zoning Commission Planning and Zoning Commission (F) Planning and Zoning Commission report to the Mayor and City Council; (G) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 20

RESOLUTION APPROVING THE FINAL PLAT OF
GLENBROOK RIDGE THIRD ADDITION

WHEREAS, Nelson Construction & Development has submitted the final plat of Glenbrook Ridge Third Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said final plat and recommended approval of it subject to conditions presented below, and

WHEREAS, the City Council concurs with the Planning and Zoning Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Glenbrook Ridge Third Addition subject to the following conditions:

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.
2. Flood zone fill permits are required for any area contained in the 100-year flood plain. No building permits shall be issued until the approval of the fill permits.
3. Plantings shall be maintained along the north and west boundaries of this subdivision in the form of evergreens on a 3-foot berm as part of a 25-foot buffer.
4. All storm water detention and design calculations need approval by the City Engineer prior to construction.
5. All engineering plans must be approved by the City Engineer prior to issuance of building permits.

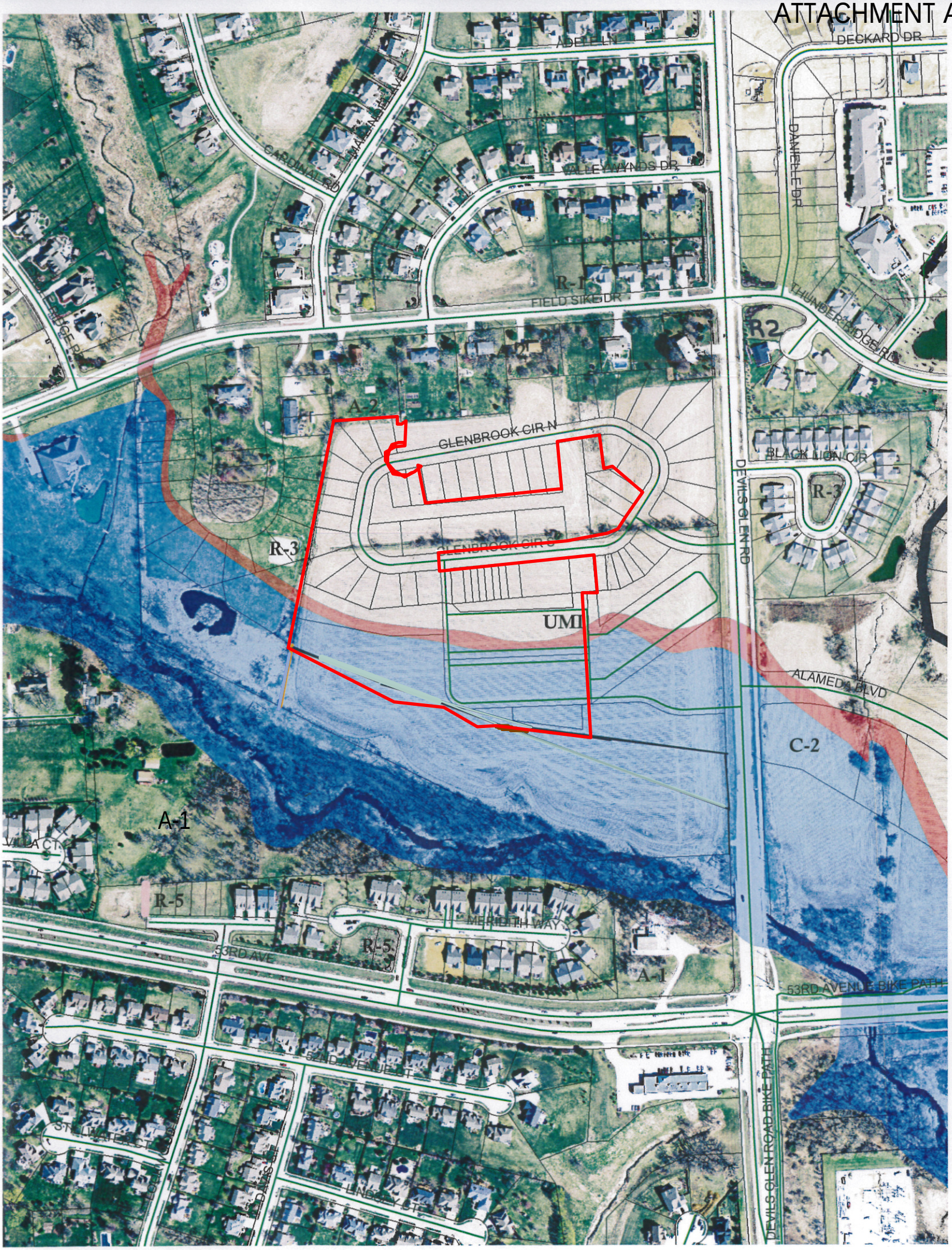
PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

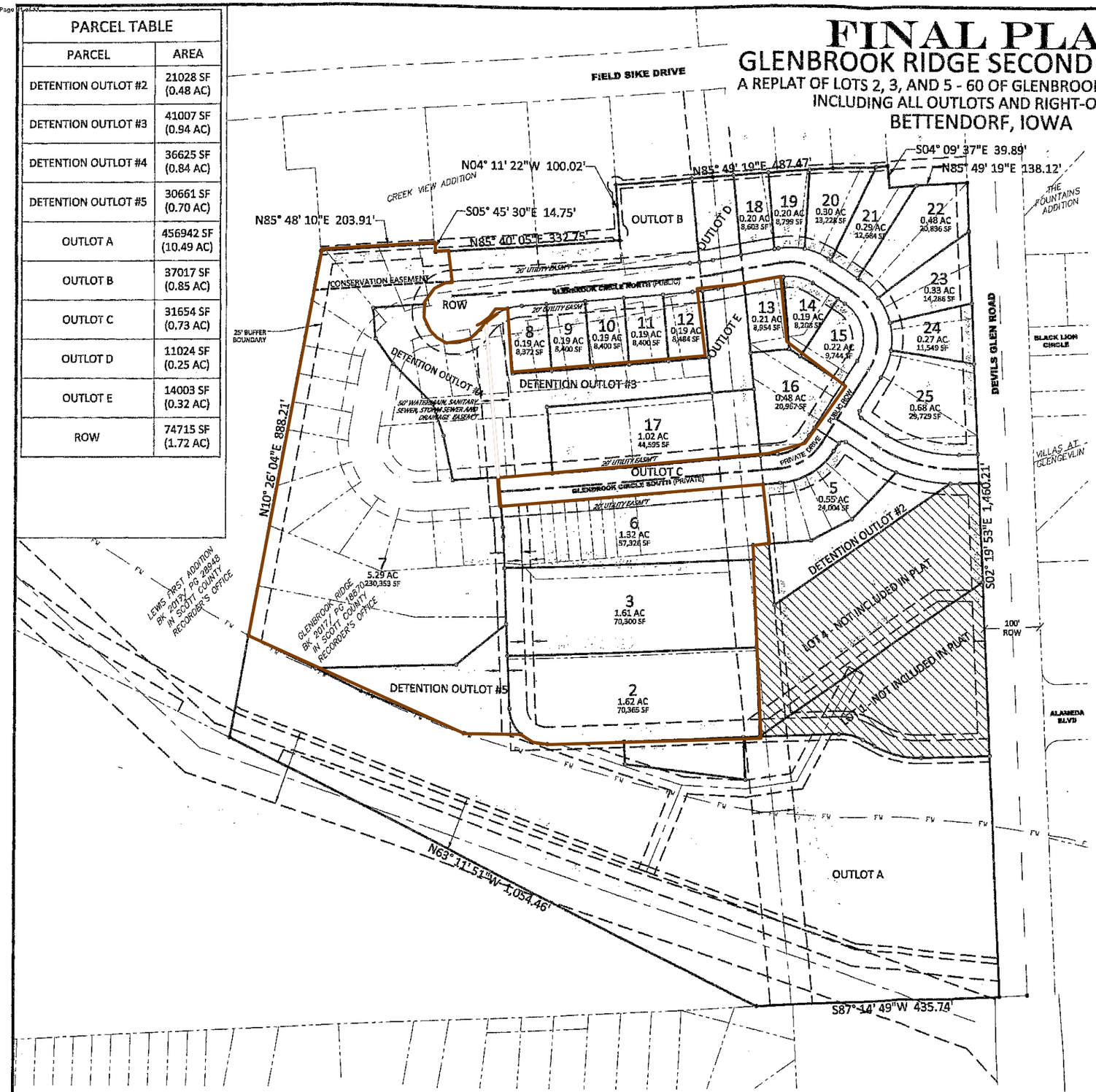
_____
Decker P. Ploehn, City Clerk

ATTACHMENT A



FINAL PLAT
GLENBROOK RIDGE SECOND ADDITION
A REPLAT OF LOTS 2, 3, AND 5 - 60 OF GLENBROOK RIDGE ADDITION INCLUDING ALL OUTLOTS AND RIGHT-OF-WAYS
BETTENDORF, IOWA

PARCEL TABLE	
PARCEL	AREA
DETENTION OUTLOT #2	21028 SF (0.48 AC)
DETENTION OUTLOT #3	41007 SF (0.94 AC)
DETENTION OUTLOT #4	36625 SF (0.84 AC)
DETENTION OUTLOT #5	30661 SF (0.70 AC)
OUTLOT A	456942 SF (10.49 AC)
OUTLOT B	37017 SF (0.85 AC)
OUTLOT C	31654 SF (0.73 AC)
OUTLOT D	11024 SF (0.25 AC)
OUTLOT E	14003 SF (0.32 AC)
ROW	74715 SF (1.72 AC)



FOR RECORDER'S USE ONLY

Doc ID: 021972350010 Type: PLA
Recorded: 05/10/2019 at 04:00:14 PM
Fee Amt: $82.00 Page 1 of 10
Scott County Iowa
Rita A. Vargas Recorder
File 2019-00011022

RECORDER'S INDEX
COUNTY: SCOTT
SECTION: 10-78N-4E
QUARTER SECTION: SE 1/4
CITY: BETTENDORF
SUBDIVISION: GLENBROOK RIDGE
BLOCK: NA
LOT(S): NA
PROPRIETOR: DEVILS GLEN HOLDING, LLC
REQUESTED BY: DEVILS GLEN HOLDING, LLC
PREPARED BY: AXIOM CONSULTANTS, LLC, 60 E. COURT ST. UNIT 3 IOWA CITY, IA 52240 - PH# 319.519.6220

LEGAL DESCRIPTION

GLENBROOK RIDGE AS RECORDED IN THE SCOTT COUNTY RECORDER'S OFFICE IN BK 2017, PG 18870, EXCEPT LOT 1 AND LOT 4.

OUTLOT INFORMATION:

1. DETENTION OUTLOT #1 FOR PUBLIC STORM WATER MANAGEMENT.
2. DETENTION OUTLOT #2 FOR PUBLIC STORM WATER MANAGEMENT.
3. DETENTION OUTLOT #3 FOR PUBLIC STORM WATER MANAGEMENT.
4. DETENTION OUTLOT #4 FOR PUBLIC STORM WATER MANAGEMENT.
5. DETENTION OUTLOT #5 FOR PUBLIC STORM WATER MANAGEMENT.
6. OUTLOT A FOR COMMON OPEN SPACE.
7. OUTLOT B FOR COMMON OPEN SPACE.
8. OUTLOT C FOR PUBLIC ACCESS AND UTILITIES.
9. OUTLOT D FOR COMMON OPEN SPACE.
10. OUTLOT E FOR COMMON OPEN SPACE.

NOTES:

1. BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. REFER TO GLENBROOK RIDGE FINAL PLAT FILE 2017, PG 18870 IN THE SCOTT COUNTY, IOWA RECORDER'S OFFICE FOR EXISTING EASEMENTS.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
4. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
5. NO INVESTIGATION WAS MADE AS APART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE , DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
6. PART OF THIS SUBDIVISION IS SUBJECT TO A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA ON COMMUNITY FIRM MAP NO. 19163C0378F WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2011.
7. DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
8. ALL MONUMENTS HAVE BEEN FOUND OR WILL BE SET AS SHOWN ON THIS PLAT BY DECEMBER 31, 2019.
9. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANDY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY DEDICATED WITHIN THE PLAT. FURTHER THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
10. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE AND CABLE T.V. TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
11. BLANKET ACCESS EASEMENTS ACROSS LOTS 1, 2, 3, 4, AND 6 ARE GRANTED TO THE OWNERS OF ALL OF THOSE LOTS.
12. NO DIRECT ACCESS TO DEVILS GLEN ROAD SHALL BE ALLOWED FROM LOTS 4, 21-25.
13. MINIMUM 4-FT WIDE SIDEWALK ON INTERIOR RIGHTS-OF-WAY. MINIMUM 5-FT WIDE SIDEWALK ALONG DEVILS GLEN ROAD.
14. ALL PRIVATE DRIVES SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS NOT FRONTING GLENBROOK CIRCLE NORTH RIGHT-OF-WAY.
15. ALL EXISTING EASEMENTS ORIGINAL TO GLENBROOK RIDGE 1ST ADDITION SHALL BE VACATED WITH THE RECORDING OF THIS APPROVED PLAT.

PLAT PREPARED BY:
AXIOM CONSULTANTS
60 E. COURT STREET, UNIT 3
IOWA CITY, IA 52240

SUBDIVIDER'S ATTORNEY:
BENJAMIN VEGGY
GOMEZ MAY, LLP
2322 E. KIMBERLY RD. SUITE 120W
DAVENPORT, IA 52806
563.359.3591
YEGGYB@GOMEZMAYLAW.COM

OWNER/APPLICANT:
DEVILS GLEN HOLDING, LLC
C/O BEN EASTEP
1805 STATE STREET, #103
BETTENDORF, IA 52722
563-265-0839
BEN@CTCREEK.COM

CITY OF BETTENDORF
BY _____ DATE 5/10/19
ATTEST _____ DATE 5-10-19

PLANNING AND ZONING
BY _____ DATE 5-10-19

IOWA - AMERICAN WATER CO.
BY _____ DATE 5-10-19

MIDAMERICAN ENERGY COMPANY
BY _____ DATE 5/10/19

MEDIACOM
BY _____ DATE 5-10-19

CENTURYLINK
BY _____ DATE 5-10-2019

LEGEND

- PROPERTY CORNER - FOUND AS LABELED
- PROPERTY CORNER - SET 5/8" Ø REBAR WITH OPC #19828
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- BOUNDARY OR PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT
- FW FEMA FLOODWAY
- PC OR PT ON STREET CL

ERROR OF CLOSURE IS LESS THAN 1 IN 10,000

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER
19828
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: 5/8/19

BRADLEY R. GEATER, P.L.S., P.E.
LICENSE NUMBER 19828.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

0 50 100
1"=100'

AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

ENGINEER:

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

ISSUED FOR: RECORDATION
DATE ISSUED: MAY 7, 2019
CURRENT REV: B
PROJECT NAME: GLENBROOK RIDGE SECOND ADDITION
CLIENT NAME: DEVILS GLEN HOLDING, LLC
PROJECT NO.: 18-0082
PROJECT MANAGER: BETTIS
SHEET NUMBER: 1 OF 3
SHEET NAME: FINAL PLAT

File Number: 2019-00011022

May 08, 2019 - 10:55am S:\PROJECTS\180082\05 Design\Civil-Survey\Plats\Final Plat\180082-Final Plat.dwg

FINAL PLAT

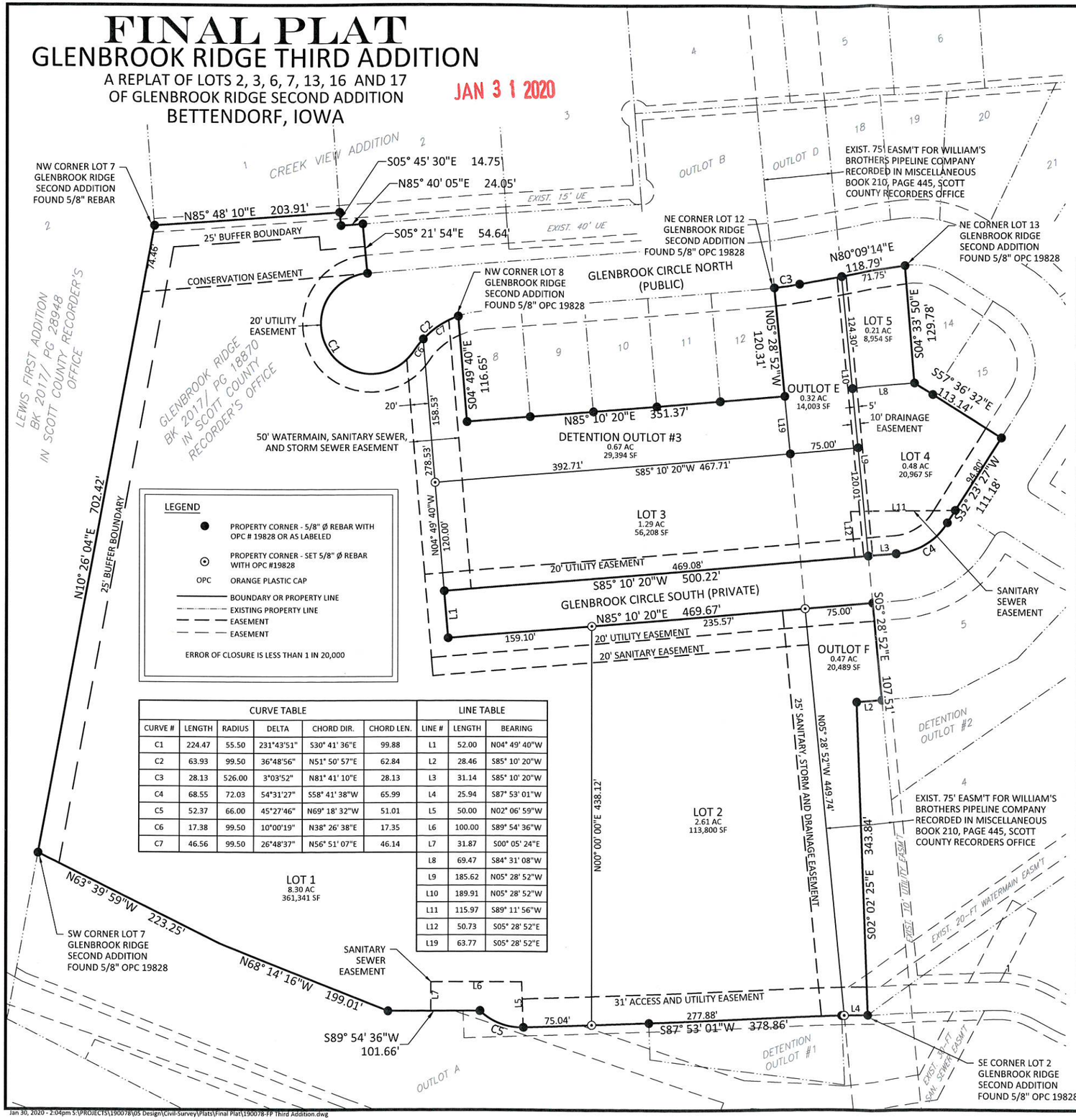
GLENBROOK RIDGE THIRD ADDITION

A REPLAT OF LOTS 2, 3, 6, 7, 13, 16 AND 17
OF GLENBROOK RIDGE SECOND ADDITION
BETTENDORF, IOWA

JAN 3 1 2020

FOR RECORDER'S USE ONLY

RECORDER'S INDEX
COUNTY: SCOTT
SECTION: 10-78N-4E
QUARTER SECTION:
CITY: BETTENDORF
SUBDIVISION: GLENBROOK RIDGE SECOND ADDITION
BLOCK: NA
LOT(S): 2, 3, 6, 7, 13, 16, AND 17
PROPRIETOR: DEVILS GLEN HOLDING, LLC
REQUESTED BY: DEVILS GLEN HOLDING, LLC
PREPARED BY: AXIOM CONSULTANTS, LLC, 60 E. COURT ST. UNIT 3 IOWA CITY, IA 52240 - PH# 319.519.6220



LEGEND

- ● PROPERTY CORNER - 5/8" Ø REBAR WITH OPC # 19828 OR AS LABELED
- ⊙ PROPERTY CORNER - SET 5/8" Ø REBAR WITH OPC #19828
- OPC ORANGE PLASTIC CAP
- BOUNDARY OR PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT
- EASEMENT

ERROR OF CLOSURE IS LESS THAN 1 IN 20,000

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	224.47	55.50	231°43'51"	S30° 41' 36"E	99.88
C2	63.93	99.50	36°48'56"	N51° 50' 57"E	62.84
C3	28.13	526.00	3°03'52"	N81° 41' 10"E	28.13
C4	68.55	72.03	54°31'27"	S58° 41' 38"W	65.99
C5	52.37	66.00	45°27'46"	N69° 18' 32"W	51.01
C6	17.38	99.50	10°00'19"	N38° 26' 38"E	17.35
C7	46.56	99.50	26°48'37"	N56° 51' 07"E	46.14

LINE TABLE		
LINE #	LENGTH	BEARING
L1	52.00	N04° 49' 40"W
L2	28.46	S85° 10' 20"W
L3	31.14	S85° 10' 20"W
L4	25.94	S87° 53' 01"W
L5	50.00	N02° 06' 59"W
L6	100.00	S89° 54' 36"W
L7	31.87	S00° 05' 24"E
L8	69.47	S84° 31' 08"W
L9	185.62	N05° 28' 52"W
L10	189.91	N05° 28' 52"W
L11	115.97	S89° 11' 56"W
L12	50.73	S05° 28' 52"E
L19	63.77	S05° 28' 52"E

LEGAL DESCRIPTION

LOTS 2, 3, 6, 7, 13, 16, 17, OUTLOT E, AND DETENTION OUTLOTS 3 THRU 5 OF GLENBROOK RIDGE SECOND ADDITION AS RECORDED IN BOOK 2019, PAGE 11022 IN THE SCOTT COUNTY RECORDER'S OFFICE, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA.

OUTLOT INFORMATION:

1. DETENTION OUTLOT #3 FOR PUBLIC STORM WATER MANAGEMENT.
2. OUTLOT E FOR COMMON OPEN SPACE.
3. OUTLOT F FOR COMMON OPEN SPACE.

NOTES:

1. BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION WAS MADE AS APART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE , DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
5. PART OF THIS SUBDIVISION IS SUBJECT TO A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA ON COMMUNITY FIRM MAP NO. 19163C0378F WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2011.
6. DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
7. ALL MONUMENTS HAVE BEEN FOUND OR WILL BE SET AS SHOWN ON THIS PLAT BY DECEMBER 31, 2020.
8. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY DEDICATED WITHIN THE PLAT. FURTHER THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
9. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE AND CABLE T.V. TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
10. BLANKET ACCESS EASEMENTS ACROSS LOTS 1 AND 2 ARE GRANTED TO THE OWNERS OF ALL OF THOSE LOTS.
11. MINIMUM 4-FT WIDE SIDEWALK ON INTERIOR RIGHTS-OF-WAY.
12. ALL PRIVATE DRIVES SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS NOT FRONTING GLENBROOK CIRCLE NORTH RIGHT-OF-WAY.
13. ALL EXISTING EASEMENTS ORIGINAL TO GLENBROOK RIDGE 1ST AND 2ND ADDITION SHALL BE VACATED WITH THE RECORDING OF THIS APPROVED PLAT
14. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS.
15. ERROR OF CLOSURE IS LESS THAN 1 IN 20,000

PLAT PREPARED BY:

AXIOM CONSULTANTS
60 E. COURT STREET, UNIT 3
IOWA CITY, IA 52240

SUBDIVIDER'S ATTORNEY:

BRYCE K. DALTON
KIRTON MCCONKIE
50 E. SOUTH TEMPLE #400
SALT LAKE CITY, UT 84111
801-328-3600
BDALTON@KMCLAW.COM

OWNER:

Lot 5
SCOTT WEBSTER
PREMIER CUSTOM HOMES
5773 CALIFORNIA DRIVE
BETTENDORF, IA 52722
SMW212121@ICLOUD.COM

OWNER

Lots 1, 2 & OL F
NELSON CONSTRUCTION & DEVELOPMENT
218 6TH AVENUE, SUITE 200
DES MOINES, IA 50309

OWNER:

Lots 3, 4, Detention Outlot #3, & OL E
DEVILS GLEN HOLDING, LLC
C/O BEN EASTEP
1805 STATE STREET, #103
BETTENDORF, IA 52722
563-265-0839

ZONING:

URBAN MEDIUM INTENSITY (UMI)

SETBACKS

FRONT	25 FT
SIDE	5 FT MIN; ONE SIDE=10; TOTAL=15; MIN.=15
REAR	25 FT

CITY OF BETTENDORF
BY DATE
ATTEST DATE

PLANNING AND ZONING
BY DATE

IOWA - AMERICAN WATER CO.
BY DATE

MIDAMERICAN ENERGY COMPANY
BY DATE

MEDIACOM
BY DATE

CENTURYLINK
BY DATE

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER
19828
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DRAFT

BRADLEY R. GEATER, P.L.S., P.E. DATE
LICENSE NUMBER 19828.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021.

PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

0 30 60

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

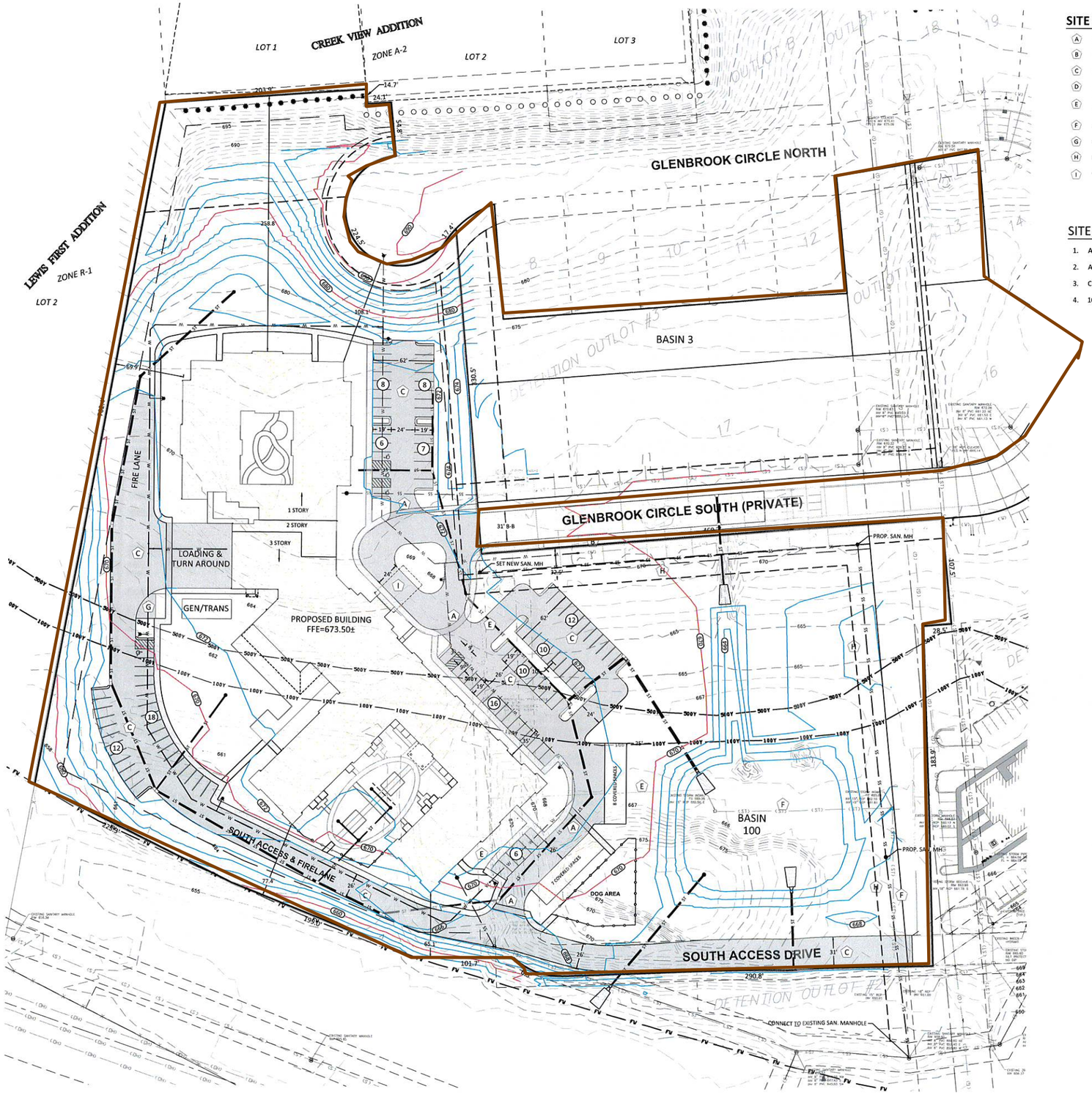
REV	DESCRIPTION OF CHANGES	DATE

ISSUED FOR:
DATE ISSUED: 1/30/2020
CURRENT REV:

PROJECT NAME: GLENBROOK RIDGE THIRD ADDITION
CLIENT NAME: DEVIL'S GLEN HOLDING, LLC

SHEET NAME: FINAL PLAT
SHEET NUMBER: 1 OF 1
PROJECT NO.: 19-0078
PROJECT MANAGER: BETTIS

Jan 30, 2020 - 2:04pm S:\PROJECTS\190078\05 Design\Civil-Survey\Plats\Final Plat\190078-FP Third Addition.dwg



SITE PLAN KEYNOTES

- (A) ADA CURB RAMP. REFER TO SUDAS DETAIL 7030.206
- (B) PROPOSED 4" CONCRETE WALK.
- (C) PROPOSED CONCRETE PAVEMENT.
- (D) PROPOSED STORM WATER MANAGEMENT AREA
- (E) REMOVE EXISTING SANITARY SEWER AND SERVICE LINE
- (F) REMOVE EXISTING STORM PIPE
- (G) REFUSE AND RECYCLING ENCLOSURE
- (H) RELOCATED PUBLIC SANITARY SEWER
- (I) COVERED DROPOFF

SITE PLAN NOTES

1. ALL PROPOSED WATERMAIN IS TO BE 8" PVC C900.
2. ALL PROPOSED SANITARY SEWER IS TO BE 8" PVC TRUSS.
3. CONNECT DOWNSPOUTS TO STORM SEWER.
4. 100-YR FLOODPLAIN ELEV.=661.00

LEGEND:

UTILITIES	EXISTING	PROPOSED
COMMUNICATIONS	(CO)	CO
OVERHEAD LINE	(OH)	OH
ELECTRIC	(E)	E
FIBER OPTIC	(FO)	FO
GAS	(G)	G
SANITARY SEWER	(SS)	SS
STORM	(ST)	ST
SUBDRAIN	(SD)	SD
WATER: DOMESTIC	(W)	W
WATER: WELL	(WELL)	WELL
CHILLED WATER: SUPPLY	(CHWS)	CHWS
CHILLED WATER: RETURN	(CHWR)	CHWR
CONDENSATE	(CND)	CND
STEAM: HIGH PRESSURE	(HPS)	HPS
STEAM: LOW PRESSURE	(LPS)	LPS
COMMUNICATIONS HANDHOLE		
COMMUNICATIONS PEDESTAL		
COMMUNICATIONS MANHOLE		
GUY WIRE ANCHOR		
UTILITY POLE		
UTILITY POLE WITH LIGHT		
LIGHT POLE		
ELECTRIC MANHOLE		
ELECTRIC TRANSFORMER		
TRAFFIC HANDHOLE		
TRAFFIC MANHOLE		
FIBER OPTIC HANDHOLE		
FIBER OPTIC MANHOLE		
GAS MANHOLE		
GAS VALVE		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT		
STORM SEWER MANHOLE		
STORM SEWER INTAKE		
HYDRANT		
WATER VALVE		
CURB STOP		
WATER MANHOLE		
POST INDICATOR VALVE		

SITE	EXISTING	PROPOSED
CONTOUR - INDEX	100	100
CONTOUR - INTERMEDIATE	101	101
FENCE: BARB WIRE		
FENCE: CHAIN LINK		
FENCE: CONSTRUCTION		
FENCE: VINYL		
FENCE: WIRE		
FENCE: WOOD		
TREE LINE		
DELINEATED WETLAND		
100-YEAR FLOODPLAIN		
500-YEAR FLOODPLAIN		
STREAM CENTERLINE		
BOLLARD		
FLAG POLE		
LANDSCAPE LIGHT		
SHRUBBERY		SEE LANDSCAPE PLAN
TREE: DECIDUOUS		SEE LANDSCAPE PLAN
TREE: CONIFEROUS		SEE LANDSCAPE PLAN
MAIL BOX		
POST		
SIGN		
PARKING METER		
FIRE DEPARTMENT CONNECTION		
WATER METER		
HOSE BIB		
YARD HYDRANT		
DRINKING FOUNTAIN		
MONITORING WELL		
WELL		

0 20 40

PRINTS ISSUED
12/09/2019- SD RESUBMITTAL

REVISIONS:

AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

GLENBROOK RIDGE SENIOR LIVING

DEVILS GLEN ROAD & FIELD SIKE ROAD
BETTENDORF, IA

SHEET TITLE
SITE PLAN

PROJECT NUMBER: 19039

SHEET NUMBER:

C-200

DRAWN BY: Author CHECKED BY: Checker

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4100

February 19, 2020

Staff Report

Case No. 20-005
Subdivision Name: Glenbrook Ridge Third Addition – Replat
Location: West of Devils Glen Road and north of Crow Creek
Applicant: Nelson Construction and Development
Current Land Use Designation: Urban Medium Intensity
Current Zoning Classification: Urban Medium Intensity

Background Information and Facts

Nelson Construction and Development has submitted a final plat for property located west of Devils Glen Road, southwest of Hopewell Avenue, and north of Crow Creek (see Aerial Photo, Attachment A). The proposed subdivision is a replat of part of Glenbrook Ridge Second Addition (see Glenbrook Ridge Second Addition Final Plat - Attachment B). The proposed final plat is a replat of Lots: 2, 3, 6, 7, 13, 16, 17 and Outlots: E, 3, 4 and 5 of Glenbrook Ridge Second Addition (see Glenbrook Ridge Third Addition Final Plat - Attachment C). The previously-approved site development plan shows the matching boundaries and storm water detention area (see Site Development Plan - Attachment D).

Land Use

The land use designation and zoning classification for the site is Urban Medium Intensity.

Utilities

Utilities are available along Devils Glen Road. Water will come from the east side of Devils Glen Road. Sanitary sewer will come from the south. It is the developer's responsibility to provide all utility connections to the site. Electrical power is currently located along Devils Glen Road.

Thoroughfare Plan/Access

Access to the site is from Devils Glen Road, with Glenbrook Circle North being a public street and Glenbrook Circle South being a private drive.

Storm Water Detention

Storm water detention will be required for the site and shall be approved by the City Engineer.

Recommended Action

Staff recommends the Planning and Zoning Commission recommend approval of the final plat subject to the following conditions:

1. Approval of the final plat does not waive any applicable city, state, or federal requirements.
2. Flood zone development permits are required for the area located in the designated 100-year flood plain.
3. City Engineer must approve all storm water detention designs.
4. The 25-foot vegetation barrier on the north and west sides shall be maintained by the owners of lots in this subdivision and the agreements binding past subdivision shall remain in effect.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on the final plat of Glenbrook Ridge Third Addition, submitted by Nelson Construction & Development. (Case 20-005)

Planning and Zoning Commission's decision on a site development plan for 3150 Glenbrook Circle South, submitted by Nelson Construction & Development. (Case 19-092)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat request.

On December 18, 2019, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

10. Case 20-005; Glenbrook Ridge Third Addition (replat), submitted by Nelson Construction & Development.

Beck reviewed the staff report.

Soenksen stated that because of the Williams pipeline, the sewer was required to be moved in Lots 4 and 5. He added that the replat shows the easements that reflect the location of that pipeline.

> On motion by Kappeler, seconded by Adam, that the final plat of Glenbrook Ridge Third Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

FEBRUARY 18, 2020

The City Council of Bettendorf, Iowa met in regular session on February 18, 2020 at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

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

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

AWARDS

Police Chief Keith Kimball presented Public Works Employee James Bornemann with a Letter of Commendation for his involvement on September 30, 2019 in helping police apprehend two individuals that were carrying illegal drugs and weapons in a residential neighborhood.

Chief Kimball also presented the Police Chief's Achievement Award to Eric D. Tegtmeier for his assistance to Officer Cristina Thomas on October 19, 2019 on the I-74 Bridge. Mr. Tegtmeier helped Officer Thomas take a suspect into custody when she had no police back-up.

PRESENTATION BY BETTENDORF MIDDLE SCHOOL 8TH GRADE STUDENTS

Landon Fry and Lisa Barnes' 8th grade Language Arts students presented their traffic safety proposals to help prevent accidents at two particular intersections to the Mayor and Council.

Kayleigh Jurzczyk, Jackie Gillette and Peyton Markham suggested using dynamic paint at the intersection of Happy Joe Dr and Middle Road to help drivers see the road markings in the dark and bad weather.

Jordan Martens, Madeleine Moran and Dawsyn Snyder suggested using flashing yellow arrows also known as "caution arrows" for all left had turns at the intersection of Devils Glen Road and 53rd Avenue.

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming the week of March 1 – 7, 2020 as Women in Construction Week in the Bettendorf community. Julia Meyer of Constructors, Inc and her daughter, London, and Melissa Whitney of Iowa-Illinois Taylor Insulation were on hand to receive the proclamation. Ms. Meyer thanked the Council for their continued support.

PUBLIC REQUESTS OF COUNCIL

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

CLARIFICATION

City Administrator Decker Ploehn stated that the local media had reported inaccurate information regarding the City's proposed levy increase. Mr. Ploehn clarified that the proposed increase is, in fact, $0.30 or a 2.4% increase on the levy, and not a 30% increase as media had previously reported. Mr. Ploehn stated that he contacted the local media responsible for the misinformation and they took down and/or updated their story with the correct information. He further stated that city staff put out a press release of its own correcting the misinformation as well.

PUBLIC HEARING REGARDING THE MIDDLE ROAD RESURFACING PROJECT FROM DEVILS GLEN ROAD TO BELMONT ROAD

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked for questions. Council Members Webster and Connors questioned staff, and Public Works Director Brian Schmidt responded. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

REOLUTION

Council Member Connors presented a resolution approving the plans, specifications and form of contract for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE 18TH STREET RECONSTRUCTION PROJECT FROM CENTRAL AVENUE TO LINCOLN ROAD

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked for questions. Council Members Sechser & Webster questioned staff and Public Works Director Brian Schmidt responded. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

REOLUTION

Council Member Sechser presented a resolution approving the plans, specifications and form of contract for the 18th Street Reconstruction Project from Central Avenue to Lincoln Road, and made a motion to approve the resolution as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE FY2020 APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FINANCIAL ASSISTANCE

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked for any questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

REOLUTION

Council Member Naumann presented a resolution approving the FY2020 Application for Federal Transit Administration Section 5310 Financial Assistance, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE FLOOD GRANT BUYOUT DEMOLITION PROJECT

Community Development Director John Soenksen gave an explanation of the resolution. Mayor Gallagher asked for any questions. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one rose to address the Council and the Public Hearing was closed.

REOLUTION

Council Member Naumann presented a resolution approving the Flood Grant Buyout Demolition Project, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. Council Member Naumann and Mayor Gallagher commended Mr. Soenksen for his work on this project. City Administrator Decker Ploehn added that Mr. Soenksen also secured a $75,000 Administrative Grant and commended him for his hard work. Roll call vote indicated Webster (aye); Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed unanimously.

ORDINANCE – FIRST READING ADJUSTING THE RATES FOR THE STORMWATER UTILITY, SEWER UTILITY AND SOLID WASTE ENTERPRISE ACTIVITIES OF THE CITY

Council Member Webster presented the first reading of an ordinance adjusting the rates for the Stormwater Utility, Sewer Utility and Solid Waste Enterprise Activities of the City, and made a motion to approve the ordinance at its first reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

ORDINANCE – FIRST READING OF AN ORDINANCE ADJUSTING THE RENTAL HOUSING INSPECTION FEE SCALE TO INCREASE THE COST OF AN ANNUAL RENTAL LICENSE EFFECTIVE JULY 1, 2020

Council Member Adamson presented the first reading of an ordinance adjusting the Rental Housing inspection Fee Scale to Increase the Cost of an Annual Rental License effective July 1, 2020, and made a motion to approve the ordinance at its first reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

CONSENT AGENDA

Council Member Webster made a motion to approve the Consent Agenda as presented and Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion on the Consent Agenda. Council Member Baden questioned staff on Item M and Community Development Director John Soenksen responded. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

ADJOURNMENT

There being no further business, Council Member Webster made a motion to adjourn and Council Member Baden seconded the motion. The meeting was adjourned at approximately 7:43 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

CONSENT AGENDA
FEBRUARY 18, 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 February 4, 2020. (Approve and Adopt)

B. Resolution setting the public hearing date for the FY2020/21 proposed maximum property tax levy. (Approve and Adopt)

C. Resolution adopting updates to the City's Post Issuance Compliance Policy regarding continuing disclosure requirements related to the issuance of debt. (Approve and Adopt)

D. Resolution approving collective bargaining agreements with all bargaining units for the period of July 1, 2020 through June 30, 2024 (Approve and Adopt)

E. Resolution adopting the health plan proposal from Wellmark for Health Insurance Service and Stop Loss Protection, dental plan proposal from Delta Dental and vision plan proposal from Employee Benefit Systems effective March 1, 2020 through February 28, 2021, and authorizing the Mayor and City Administrator to execute contracts for same. (Approve and Adopt)

F. Resolution setting the date for a public hearing and directing the advertising of bids for the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive. (Approve and Adopt)

G. Resolution setting the date for a public hearing and directing the advertising of bids for the 2020 Full Depth Patching Program. (Approve and Adopt)

H. Resolution awarding the contract and approving the contract and bond for the 2020 Resurfacing Program. (Approve and Adopt)

I. Resolution awarding the contract for the 2020 Citywide Landscape Planting Program. (Approve and Adopt)

J. Resolution awarding the contract and approving the contract and bond for the Public Works Pole Building Project. (Approve and Adopt)

K. Resolution approving a Professional Services Agreement with IMEG for the Manatt's City Storm Sewer Project. (Approve and Adopt)

L. Resolution appointing City Planner Gregory Beck as Bettendorf Flood Area Management Administrator. (Approve and Adopt)

M. Resolution approving a site development plan for 7186 State Street, submitted by Pleasant Valley Redi-Mix (Case 19-099). (Approve and Adopt)

N. Resolution setting the date for a public hearing for request for designation as Open Prairie for a portion of property located at 8972 Wells Ferry Road to qualify for tax exemption. (Approve and Adopt)

O. Resolution setting the date for a public hearing for request for designation as Forest Cover for a portion of property located at 8822 Wells Ferry Road to qualify for tax exemption. (Approve and Adopt)

P. Resolution setting the date for a public hearing for request for designation as Forest Cover for a portion of property located at 3000 Barcelona Terrace to qualify for tax exemption. (Approve and Adopt)

Q. Resolution setting the date for a public hearing for request for designation as Forest Cover/ Stream/ Stream Bank for a portion of property located at 4340 Tanglewood Road to qualify for tax exemption. (Approve and Adopt)

R. Resolution appointing Jennie Clausen and Katie Selden to the Family Museum Board of Trustees. (Approve and Adopt)

S. Resolution approving the job description and recruitment process for the Special Events/Social Media Coordinator position at the Family Museum. (Approve and Adopt)

T. Resolution approving a liquor license renewal for Rudy's Tacos. (Approve and Adopt)

U. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)

MEETING DATE: March 3, 2020
REQUESTED BY: Schadt

COUNCIL LETTER

VISION:

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

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

Resolution setting the public hearing date for the Adoption of the FY 2020/21 Budget and Certification of Taxes.

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

The attached resolution sets the public hearing date for the Adoption of the FY 2020/21 Budget and Certification of Taxes on Tuesday, March 17, 2020 at 7:00 pm, in the Council Chambers at 1609 State Street, Bettendorf, Iowa.

Prior to adopting the budget, a public information meeting will be held at Bettendorf City Hall, on March 12, 2020 at 6:30 pm.

List Attachments:

- Resolution

RESOLUTION NO. _____- 20

Resolution setting the Public Hearing Date for the Adoption of the Fiscal Year 2020/21 Budget and Certification of Taxes

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

That a public hearing shall be held to receive public comment on the Fiscal Year 2020/21 Budget. The public hearing will be held in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa, on Tuesday, March 17, 2020 at 7:00 pm, and the City Clerk is directed to publish notice of such public hearings.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Schadt

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

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance not to exceed $450,000 General Obligation Capital Loan Notes to evidence the obligations of the City thereunder.

Explanation and Background:

The Iowa Department of Homeland Security has awarded HMGP grant funding for the Duck Creek property acquisition and demolition project to mitigate flood damages along Duck Creek. $2,511,070 or 85% of the cost of the project will be covered by the grant with a mix of federal and state funding. The remaining 15% ($443,130) is considered the City's local match. As discussed during budget and CIP work sessions, staff recommends taking advantage of the State Revolving Fund loan program to finance the City's match. The loan has a maturity of 20 years and annual interest rate of 2%. These loans involve the same procedures applicable to the issuance and sale of municipal bonds generally. Staff is requesting a Public Hearing on the loans be schedule for March 17, 2020 at 7:00 in Council Chambers.

BUDGET CONSIDERATION:
The project is funded in the approved 5-year CIP plan and debt service is contemplated in the debt service levy over the life of the loan.

ATTACHMENTS:
- Resolutions prepared by Ahlers & Cooney, P.C.

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Not to exceed $450,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

March 3, 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 FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $450,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $450,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Bettendorf, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed $450,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed $700,000; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City’s Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at _____ _____.M., on the 17th day of March, 2020, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and issuance of not to exceed $450,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which will be used to provide funds to pay the costs of acquiring property for green space and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan and Disbursement Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed $450,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: March 6, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $450,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Bettendorf, State of Iowa, will hold a public hearing on the 17th day of March, 2020, at _____ _____.M., in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $450,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of acquiring property for green space. Principal and interest on the proposed Loan and Disbursement Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 3rd day of March, 2020.

_____

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of March, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

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)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Bettendorf, in the County of Scott, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed $450,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Quad City Times", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2020.

WITNESS my official signature this _____ day of _____, 2020.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

01669130-1\10216-092

MEETING DATE: March 3, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 2

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the Pleasant Drive Reconstruction Project from east of Hollow View Drive to Greenfield Road.

Explanation:

The proposed improvements consist of reconstructing approximately 717 lineal feet of 31-foot wide concrete pavement and constructing new 6" P.C.C. pavement on a drainable subbase with subdrains on Pleasant Drive from just east of Hollow View Drive to Greenfield Road. Also included with this project is the removal and replacement of driveway approaches, partial construction of sidewalks, manhole adjustments, sodding, erosion control, and other work related to reconstructing this street.

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 PLEASANT DRIVE RECONSTRUCTION PROJECT FROM EAST OF HOLLOW VIEW DRIVE TO GREENFIELD 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

Pleasant Drive Reconstruction Project from east of Hollow View Drive to Greenfield 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 17th day of March, 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 31st day of March, 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 3rd day of March, 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 **31st day of March, 2020**, for the **Pleasant Drive Reconstruction** project 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 717 lineal feet of 31-foot wide concrete pavement and constructing new 6" P.C.C. pavement on a drainable subbase with subdrains on Pleasant Drive from just east of Hollow View Drive to Greenfield Road. Also included with this project is the removal and replacement of driveway approaches, partial construction of sidewalks, manhole adjustments, sodding, erosion control, and other work related to reconstructing this street.

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 June 8, 2020. All work on this contract shall be completed by August 14, 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.

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: March 3, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 5

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the Huntington Meadows Draintile Project.

Explanation:

Residents in the Huntington Meadows Subdivision along Forest Grove began contacting Engineering staff in late 2018 and expressing concerns about excessive sump pump drainage from their basements and the subsequent issues it was causing on the streets and sidewalks including icing in the winter and slippery, moss-like buildup during the spring and summer months. Staff met with the residents and visited the subdivision several times and believes that the installation of a dedicated sump pump draintile system would be beneficial to both the City and the residents.

There is dedicated funding annually in the Community Improvement Program for the replacement of small storm sewers and draintile. Over the past several years that funding has gone towards addressing miscellaneous spot repairs throughout the City. Staff had not received any significant complaints or requests for draintile during that period, but did receive multiple complaints in 2019 with the heavy amount of rainfall.

This project was initially approved by Council in July 2019; however, no bids were received for the project. The annual sidewalk repair program was also bid at the same time and received no bids. After discussions with contractors, the extremely wet spring set everyone back and they were unable to commit to additional work last year. By sending this out for bids at this time, staff does not anticipate any scheduling issues for potential bidders.

The proposed improvements consist of the installation of approximately 2,200 lineal feet of 6-inch plastic draintile, (36) 4-inch service connections, 11 cleanouts, 330 square yards of P.C.C. driveway removal and replacement, surface restoration and related 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 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 HUNTINGTON MEADOWS DRAINTILE PROJECT

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

Huntington Meadows Draintile Project

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 17th day of March, 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 31st day of March, 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 3rd day of March, 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 **31st day of March, 2020**, for the **Huntington Meadows Draintile** project 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 the installation of approximately 2,200 lineal feet of 6-inch plastic draintile, (36) 4-inch service connections, 11 cleanouts, 330 square yards of P.C.C. driveway removal and replacement, surface restoration and related construction.

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 31, 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.

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. There is no fee for the bid documents.

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: March 3, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution setting the date for a public hearing and directing the advertising for bids for the Eastberry Court Reconstruction Project from 18th Street to end.

Explanation:

The proposed improvements consist of reconstructing approximately 540 lineal feet of 27-foot wide concrete pavement and constructing new 6" P.C.C. pavement on a drainable subbase with subdrains on Eastberry Court from 18th Street to the end of the culdesac. Also included with this project is the removal and replacement of driveway approaches, partial construction of sidewalks, manhole adjustments, sodding, erosion control, and other work related to reconstructing this street.

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 EASTBERRY COURT RECONSTRUCTION PROJECT FROM 18TH STREET TO END

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

Eastberry Court Reconstruction Project from 18th Street to end

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 17th day of March, 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 31st day of March, 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 3rd day of March, 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 **31st day of March, 2020**, for the **Eastberry Reconstruction Project from 18th Street to end** 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 540 lineal feet of 27-foot wide and 6-inch thick P.C.C. pavement. Work includes traffic control, erosion control, concrete pavement with drainable granular base and drain tile, storm sewer, partial sidewalk and driveway replacement, manhole adjustments, street and boulevard grading, placement of topsoil, sodding, 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 be completed within 75 calendar days from the agreed upon start date, or by July 31, 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: March 3, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Federal FY 2020 Section 5310 financial assistance.

Explanation:

Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5310 funds for the three (3) Quad Cities Area fixed-route transit systems.

A grant must be submitted in order to obtain this funding. The City has FFY2020 Section 5310 funds that need to be obligated in a capital grant. These funds are being proposed for reimbursement of ADA operations for FY2021. Funding utilized for operations is reimbursed at a 50% federal match.

Section 5310 ADA Operations - $69,438 ($34,719 Federal/$34,719 Local)

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

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

List Attachments:
Resolution

RESOLUTION NO: _____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2020 APPLICATION FOR FEDERAL FY 2020 FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FINANCIAL ASSISTANCE

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

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

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

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

That the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5310 Assistance in the amount of $34,719 to be used for ADA operations needs of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 7th day of April, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 3rd day of March, 2020.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 3, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5307 financial assistance.

Explanation:

Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5307 funds for the three (3) Quad Cities Area fixed-route transit systems.

Each year the City of Bettendorf amends its Section 5307 grant with FTA to incorporate the amount of funding needed for the subsequent Fiscal Year (in accordance with the approved City budget). The FTA funds are then used to offset costs for operations, capital, planning, preventive maintenance, and Americans with Disabilities Act (ADA) operations for the transit system. Any unobligated Section 5307 funds in a particular year can be used toward recurring eligible expenses in a future year or for a specific capital project.

A grant amendment must be submitted in order to obtain this funding. The City has FFY2016 ($332,667) and FFY2017 ($478,548) Section 5307 funds to be obligated in a capital grant. These funds are reimbursed at an 80% federal match, except for ADA operations, which is a 50% match.

Section 5307 Funds - $1,014,019 ($811,215 Federal/$202,804 Local)

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

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

List Attachments:
Resolution

RESOLUTION NO: _____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2020 APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FINANCIAL ASSISTANCE

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

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

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

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

That the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5307 Assistance in the amount of $811,215 to be used for operations, capital, planning, preventive maintenance, and Americans with Disabilities Act (ADA) operations for the transit system needs of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 7th day of April, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 3rd day of March, 2020.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 3, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal Transit Administration Section 5339 financial assistance.

Explanation:

Each year, the Bi-State Regional Commission sub-allocates Federal Transit Administration (FTA) Section 5339 funds for the three (3) Quad Cities Area fixed-route transit systems.

A grant must be submitted in order to obtain this funding. The City has FFY2017 ($47,715), FFY2018 ($67,005), FFY2019 ($62,113) and FFY2020 ($53,384) Section 5339 funds to be obligated in a capital grant. These funds are being proposed for a future bus replacement project for FY24. Funding utilized for Capital is reimbursed at an 80% federal match.

Section 5339 FY24 Bus Replacement Project - $287,771 ($230,217 Federal/$57,554 Local).

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

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

List Attachments:
Resolution

RESOLUTION NO: _____-20

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE FY2020 APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5339 FINANCIAL ASSISTANCE

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

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

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

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

That the Council will conduct a public hearing on the advisability of submitting an application for Federal Transit Administration Section 5339 Assistance in the amount of $230,216 to be used for a Bus Replacement Project of the Bettendorf Transit System, in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock PM, Central Daylight Time, on the 7th day of April, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

Passed, Approved, and Adopted this 3rd day of March, 2020.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: March 3, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 3, 5

Item Title:

Resolution awarding the contract and approving the contract and bond for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road.

Explanation:

The proposed improvements consist of milling the existing concrete surface, placing 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.

Bids were opened on February 25, 2020. Tri-City Blacktop, Inc. of Bettendorf, Iowa was the low bidder of three (3) bids received. Bids ranged from the high of $490,825.90 to the low of $364,609.45, which is 21.5% below the engineer's estimate of $464,581.00.

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 MIDDLE ROAD RESURFACING PROJECT FROM DEVILS GLEN ROAD TO BELMONT ROAD

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

Middle Road Resurfacing Project from Devils Glen Road to Belmont Road

WHEREAS, bids were accepted for the construction of the above project on the 25th day of February, 2020, with Tri-City Blacktop, Inc. of Bettendorf, Iowa submitting the lowest responsible bid in the amount of $364,609.45 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 Tri-City Blacktop, Inc. of Bettendorf, Iowa is hereby accepted for the Middle Road Resurfacing Project from Devils Glen Road to Belmont Road in the amount of $364,609.45.

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 $370,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Middle Road Resurfacing			Tri CityBlacktop, Inc.		Manatts, Inc. - Eastern Iowa Asphalt		Brandt Construction Co	
				Total Price	$364,609.45	Total Price	$413,664.10	Total Price	$490,825.90
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Concrete Rotomilling	13263	SY	**$2.62**	$34,749.06	$3.60	$47,746.80	$5.50	$72,946.50
2	Base Preparation	13263	SY	$1.40	$18,568.20	**$0.90**	$11,936.70	$1.40	$18,568.20
3	Pavement Removal	65	SY	$66.30	$4,309.50	$52.50	$3,412.50	**$30.00**	$1,950.00
4	Water and Gas Valve Adjustment	1	EA	$1,020.00	$1,020.00	**$262.50**	$262.50	$475.00	$475.00
5	Single Intake, Repair and Adjust	3	EA	$1,632.00	$4,896.00	**$550.00**	$1,650.00	$1,500.00	$4,500.00
6	Double Intake, Repair and Adjust	2	EA	$1,887.00	$3,774.00	**$650.00**	$1,300.00	$2,300.00	$4,600.00
7	Manhole, Repair and Adjust	2	EA	$2,040.00	$4,080.00	**$750.00**	$1,500.00	$1,000.00	$2,000.00
8	Chimney Seals	2	EA	$1,020.00	$2,040.00	**$250.00**	$500.00	$750.00	$1,500.00
9	Pavement Markings, 4" White	2767	LF	**$0.42**	$1,162.14	$1.05	$2,905.35	$1.10	$3,043.70
10	Pavement Markings, 4" Yellow	5405	LF	**$0.42**	$2,270.10	$1.05	$5,675.25	$1.10	$5,945.50
11	Painted Chevron, 24" White	195	LF	**$0.51**	$99.45	$10.50	$2,047.50	$11.00	$2,145.00
12	Painted Crosswalk, 2'x 7'	6	EA	**$46.00**	$276.00	$210.00	$1,260.00	$225.00	$1,350.00
13	Pavement Marking Symbols	11	EA	**$51.00**	$561.00	$105.00	$1,155.00	$112.00	$1,232.00
14	Electronic Information Sign	2	EA	$2,000.00	$4,000.00	$2,100.00	$4,200.00	**$1,700.00**	$3,400.00
15	Driveway, 6" P.C.C.	15	SY	$81.60	$1,224.00	$105.00	$1,575.00	**$80.00**	$1,200.00
16	P.C.C. Repair Patch, 9"	50	SY	$122.40	$6,120.00	$157.50	$7,875.00	**$100.00**	$5,000.00
17	HMA Standard Traffic (ST) S-I, 3/8", PG 58-28H	2425	TONS	**$72.00**	$174,600.00	$83.50	$202,487.50	$102.00	$247,350.00
18	HMA Interlayer Base, 3/8" PG 58-34E	810	TONS	$106.00	$85,860.00	$117.50	$95,175.00	**$102.00**	$82,620.00
19	Traffic Control and Access Provisions	1	LS	**$15,000.00**	$15,000.00	$21,000.00	$21,000.00	$31,000.00	$31,000.00

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of March A.D., 2020, by and between Tri City Blacktop, 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 **Middle Road Resurfacing Project - Devils Glen Road to Belmont Road**, all in strict accordance with the plans and specifications, including any and all addenda prepared by Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

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

$364,609.45

computed as follows:

Base Bid

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Concrete Rotomilling	13,263	SY	$2.62	$34,749.06
2	Base Preparation	13,263	SY	$1.40	$18,568.20
3	Pavement Removal	65	SY	$66.30	$4,309.50
4	Water and Gas Valve Adjustment	1	EA	$1,020.00	$1,020.00
5	Single Intake, Repair and Adjust	3	EA	$1,632.00	$4,896.00
6	Double Intake, Repair and Adjust	2	EA	$1,887.00	$3,774.00
7	Manhole, Repair and Adjust	2	EA	$2,040.00	$4,080.00
8	Chimney Seals	2	EA	$1,020.00	$2,040.00
9	Pavement Markings, 4" White	2,767	LF	$0.42	$1,162.14
10	Pavement Markings, 4" Yellow	5,405	LF	$0.42	$2,270.10
11	Painted Chevron, 24" White	195	LF	$0.51	$99.45
12	Painted Crosswalk, 2' x 7'	6	EA	$46.00	$276.00
13	Pavement Marking Symbols	11	EA	$51.00	$561.00
14	Electronic Information Sign	2	EA	$2,000.00	$4,000.00
15	Driveway, 6" P.C.C.	15	SY	$81.60	$1,224.00
16	P.C.C. Repair Patch, 9"	50	SY	$122.40	$6,120.00
17	HMA Standard Traffic (ST) S-I, 3/8", PG 58-28H	2,425	TONS	$72.00	$174,600.00
18	HMA Interlayer Base, 3/8" PG 58-34E	810	TONS	$106.00	$85,860.00
19	Traffic Control And Access Provisions	1	LS	$15,000.00	$15,000.00
				Total Base Bid:	**$364,609.45**

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 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.

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

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

Tri City Blacktop, Inc.
(Contractor)

By _____

_____

ATTEST:

_____
Title

_____

_____

_____
Title

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

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

MEETING DATE: March 3, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 1

Item Title:

Resolution awarding the contract and approving the contract and bond 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. The project will be split into two main phases. The first phase will be the reconstruction of the intersection of 18th Street and Central Avenue. To properly reconstruct the pavement and remove the existing humps, the intersection will have to be completely closed to modify the elevations. This is anticipated to last approximately three (3) to four (4) weeks.

Phase 2 will consist of reconstructing mainline 18th Street from Central Avenue to Lincoln Road one half at a time. Due to the narrow width of the street, one-way southbound only traffic will be implemented throughout Phase 2 on 18th Street with northbound traffic being detoured to 23rd Street.

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 (per City Code residents will be responsible to clear the sidewalks of snow and ice). 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. Additionally, Iowa American Water will be replacing the water main within the project limits in coordination with the City's project.

Bids were opened on February 25, 2020. N.J. Miller, Inc. of Bettendorf, Iowa was the low bidder of six (6) bids received. Bids ranged from the high of $1,668,333.00 to the low of $1,292,160.00, which is 0.73% above the engineer's estimate of $1,282,746.00.

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 18TH STREET RECONSTRUCTION PROJECT FROM CENTRAL AVENUE TO LINCOLN ROAD

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

18th Street Reconstruction Project from Central Avenue to Lincoln Road

WHEREAS, bids were accepted for the construction of the above project on the 25th day of February, 2020, with N.J. Miller, Inc. of Bettendorf, Iowa submitting the lowest responsible bid in the amount of $1,292,160.00 and

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

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

1. The bid of N.J. Miller, Inc. of Bettendorf, Iowa is hereby accepted for the 18th Street Reconstruction Project from Central Avenue to Lincoln Road in the amount of $1,292,160.00.

2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.

3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.

4. A total purchase order amount of $1,325,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	18th Street Reconstruction			N.J. Miller, Inc.		LANGMAN CONSTRUCTION, INC.		Walter D. Laud, Inc.		Hawkeye Paving Corp		Brandt Construction Co		McCarthy Improvement Company	
				Total Price	$1,292,160.00	Total Price	$1,477,199.00	Total Price	$1,539,797.50	Total Price	$1,546,947.00	Total Price	$1,599,524.00	Total Price	$1,668,333.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control & Access Provisions	1	LS	$51,500.00	$51,500.00	$20,000.00	$20,000.00	**$14,850.00**	$14,850.00	$142,000.00	$142,000.00	$80,000.00	$80,000.00	$159,505.85	$159,505.85
2	Electronic Information Signs	4	EA	$5,500.00	$22,000.00	$3,750.00	$15,000.00	$3,750.00	$15,000.00	**$1,000.00**	$4,000.00	$5,000.00	$20,000.00	$3,750.00	$15,000.00
3	Filter Sock	3000	LF	$1.00	$3,000.00	**$0.01**	$30.00	**$0.01**	$30.00	$0.50	$1,500.00	**$0.01**	$30.00	**$0.01**	$30.00
4	Intake Protection	23	EA	$100.00	$2,300.00	**$25.00**	$575.00	$50.00	$1,150.00	$100.00	$2,300.00	$75.00	$1,725.00	$50.00	$1,150.00
5	Pavement, Driveway, and Sidewalk Removal	12265	SY	**$7.75**	$95,053.75	$15.00	$183,975.00	$11.50	$141,047.50	$8.00	$98,120.00	$12.50	$153,312.50	$9.50	$116,517.50
6	Removal of Storm Drainage Structures	6	EA	**$500.00**	$3,000.00	**$500.00**	$3,000.00	$700.00	$4,200.00	**$500.00**	$3,000.00	**$500.00**	$3,000.00	$650.00	$3,900.00
7	Storm Pipe/Culvert/Watermain Removal	418	LF	$7.00	$2,926.00	**$5.00**	$2,090.00	$17.00	$7,106.00	$20.00	$8,360.00	$15.00	$6,270.00	$13.00	$5,434.00
8	Manhole, Repair and Adjust	2	EA	**$500.00**	$1,000.00	$1,000.00	$2,000.00	$650.00	$1,300.00	$1,600.00	$3,200.00	$1,000.00	$2,000.00	$1,320.00	$2,640.00
9	Manhole, Sanitary, Remove and Replace	10	EA	$6,500.00	$65,000.00	$5,200.00	$52,000.00	$6,000.00	$60,000.00	$6,500.00	$65,000.00	**$4,100.00**	$41,000.00	$8,750.00	$87,500.00
10	8" Sanitary Sewer Pipe	8	LF	$400.00	$3,200.00	**$200.00**	$1,600.00	$240.00	$1,920.00	$700.00	$5,600.00	$250.00	$2,000.00	$205.00	$1,640.00
11	Sewer Lateral, 6"	100	LF	$175.00	$17,500.00	$115.00	$11,500.00	$184.00	$18,400.00	$180.00	$18,000.00	$110.00	$11,000.00	**$107.00**	$10,700.00
12	Chimney Seal	12	EA	$1,000.00	$12,000.00	**$600.00**	$7,200.00	$850.00	$10,200.00	$800.00	$9,600.00	$650.00	$7,800.00	$730.00	$8,760.00
13	Water Service Lines, Lower or Replace	200	LF	**$20.00**	$4,000.00	$55.00	$11,000.00	$30.00	$6,000.00	$30.00	$6,000.00	$60.00	$12,000.00	$51.00	$10,200.00
14	Storm Sewer Pipe, (15") RCP	1573	LF	**$38.00**	$59,774.00	$82.00	$128,986.00	$60.00	$94,380.00	$80.00	$125,840.00	$75.00	$117,975.00	$68.50	$107,750.50
15	Storm Sewer Pipe, (18") RCP	312	LF	**$45.00**	$14,040.00	$85.00	$26,520.00	$110.00	$34,320.00	$85.00	$26,520.00	$95.00	$29,640.00	$67.00	$20,904.00
16	Pipe Foundation Stabilization	225	TON	$25.00	$5,625.00	$15.00	$3,375.00	**$10.00**	$2,250.00	$20.00	$4,500.00	$30.00	$6,750.00	$24.75	$5,568.75
17	Single Intake, Std, NEW	12	EA	**$2,900.00**	$34,800.00	$3,500.00	$42,000.00	$4,000.00	$48,000.00	$3,500.00	$42,000.00	$3,000.00	$36,000.00	$4,475.00	$53,700.00
18	Double Intake, Std, NEW	5	EA	**$4,750.00**	$23,750.00	$5,500.00	$27,500.00	$5,300.00	$26,500.00	$5,500.00	$27,500.00	$4,800.00	$24,000.00	$6,100.00	$30,500.00
19	Double Intake, Repair and Adjust	2	EA	**$1,000.00**	$2,000.00	$1,500.00	$3,000.00	$1,200.00	$2,400.00	$2,500.00	$5,000.00	$2,250.00	$4,500.00	$3,425.00	$6,850.00
20	Triple Intake, Repair and Adjust	1	EA	**$1,200.00**	$1,200.00	$2,000.00	$2,000.00	$1,750.00	$1,750.00	$4,000.00	$4,000.00	$3,350.00	$3,350.00	$4,025.00	$4,025.00
21	Manhole, Storm, 4 ft Diameter, NEW	1	EA	$4,500.00	$4,500.00	$3,300.00	$3,300.00	**$3,000.00**	$3,000.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,825.00	$3,825.00
22	Manhole, Storm, 5 Ft Diameter, NEW	1	EA	**$4,000.00**	$4,000.00	$4,300.00	$4,300.00	$4,500.00	$4,500.00	$6,000.00	$6,000.00	$4,200.00	$4,200.00	$5,025.00	$5,025.00
23	Engineering Fabric	4126	SY	$6.00	$24,756.00	$4.25	$17,535.50	$7.00	$28,882.00	**$2.00**	$8,252.00	$5.00	$20,630.00	$5.75	$23,724.50
24	Crushed Rock Stabilization, 6"	1125	TON	$25.00	$28,125.00	$22.00	$24,750.00	$17.00	$19,125.00	**$12.00**	$13,500.00	$30.00	$33,750.00	$39.00	$43,875.00
25	Temporary Surfacing	200	TON	$25.00	$5,000.00	$20.00	$4,000.00	$18.00	$3,600.00	**$15.00**	$3,000.00	$25.00	$5,000.00	$36.00	$7,200.00
26	Granular Drainable Base, (6")	7650	SY	$8.50	$65,025.00	$10.00	$76,500.00	$13.00	$99,450.00	$12.00	$91,800.00	$10.00	$76,500.00	**$7.50**	$57,375.00
27	Granular Drainable Base, (12")	2115	SY	**$13.00**	$27,495.00	$20.00	$42,300.00	$17.00	$35,955.00	$20.00	$42,300.00	$20.00	$42,300.00	$15.50	$32,782.50
28	Perforated, Flexible Drain Tile, (4")	5000	LF	**$8.00**	$40,000.00	$12.00	$60,000.00	$10.00	$50,000.00	**$8.00**	$40,000.00	$14.00	$70,000.00	$9.00	$45,000.00
29	P.C.C. Pavement, (8")	9190	SY	$47.25	$434,227.50	**$47.00**	$431,930.00	$55.00	$505,450.00	$55.00	$505,450.00	$51.50	$473,285.00	$52.50	$482,475.00
30	P.C.C. Pavement, (6")	1325	SY	$53.00	$70,225.00	$59.00	$78,175.00	**$52.00**	$68,900.00	$58.00	$76,850.00	$65.00	$86,125.00	$65.00	$86,125.00
31	P.C.C. Driveway, (6")	440	SY	**$60.00**	$26,400.00	$61.00	$26,840.00	$80.00	$35,200.00	**$60.00**	$26,400.00	$62.00	$27,280.00	$83.50	$36,740.00
32	P.C.C. Sidewalk, 4-inch	17286	SF	**$4.00**	$69,144.00	$6.25	$108,037.50	$7.00	$121,002.00	$5.00	$86,430.00	$6.50	$112,359.00	$6.40	$110,630.40
33	Detectable Warning Surfaces at ADA Curb Ra	350	SF	$30.00	$10,500.00	**$15.00**	$5,250.00	$40.00	$14,000.00	$30.00	$10,500.00	$30.00	$10,500.00	$61.00	$21,350.00
34	Pavement Markings, 4-inch Durable	4325	LF	$4.75	$20,543.75	$4.00	$17,300.00	$4.00	$17,300.00	**$1.00**	$4,325.00	$4.50	$19,462.50	$4.00	$17,300.00
35	Pavement Markings, Durable, Symbols and Le	9	EA	$450.00	$4,050.00	$400.00	$3,600.00	$400.00	$3,600.00	**$100.00**	$900.00	$450.00	$4,050.00	$400.00	$3,600.00
36	Select Topsoil, (4")	3000	SY	$4.00	$12,000.00	$4.00	$12,000.00	$6.00	$18,000.00	**$3.00**	$9,000.00	$8.00	$24,000.00	$6.00	$18,000.00
37	Sod	3000	SY	$7.00	$21,000.00	$6.00	$18,000.00	$7.00	$21,000.00	**$5.00**	$15,000.00	$8.00	$24,000.00	$7.00	$21,000.00
38	Flexible Growth Medium	3000	SY	$0.50	$1,500.00	**$0.01**	$30.00	**$0.01**	$30.00	$0.50	$1,500.00	**$0.01**	$30.00	**$0.01**	$30.00

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of March, 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 **18th Street Reconstruction from Central Avenue to Lincoln Road**, all in strict accordance with the plans and specifications, including any and all addenda prepared by Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

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

$1,292,160.00

computed as follows:

Base Bid

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Traffic Control and Access Provisions	LS	1	$51,500.00	$51,500.00
2	Electronic Information Signs	EA	4	$5,500.00	$22,000.00
3	Filter Sock	LF	3,000	$1.00	$3,000.00
4	Intake Protection	EA	23	$100.00	$2,300.00
5	Pavement, Driveway, and Sidewalk Removal	SY	12,265	$7.75	$95,053.75
6	Removal of Storm Drainage Structures	EA	6	$500.00	$3,000.00
7	Storm Pipe / Culvert / Watermain Removal	LF	418	$7.00	$2,926.00
8	Manhole, Repair and Adjust	EA	2	$500.00	$1,000.00
9	Manhole, Sanitary, Remove and Replace	EA	10	$6,500.00	$65,000.00
10	8" Sanitary Sewer Pipe	LF	8	$400.00	$3,200.00
11	Sewer Lateral, 6"	LF	100	$175.00	$17,500.00
12	Chimney Seal	EA	12	$1,000.00	$12,000.00
13	Water Service Lines, Lower or Replace	LF	200	$20.00	$4,000.00
14	Storm Sewer Pipe, (15") RCP	LF	1,573	$38.00	$59,774.00
15	Storm Sewer Pipe, (18") RCP	LF	312	$45.00	$14,040.00
16	Pipe Foundation Stabilization	TON	225	$25.00	$5,625.00
17	Single Intake, Standard, NEW	EA	12	$2,900.00	$34,800.00
18	Double Intake, Standard, NEW	EA	5	$4,750.00	$23,750.00
19	Double Intake, Repair and Adjust	EA	2	$1,000.00	$2,000.00
20	Triple Intake, Repair and Adjust	EA	1	$1,200.00	$1,200.00
21	Manhole, Storm, 4 ft Diameter, NEW	EA	1	$4,500.00	$4,500.00
22	Manhole, Storm, 5 ft Diameter, NEW	EA	1	$4,000.00	$4,000.00
23	Engineering Fabric	SY	4,126	$6.00	$24,756.00
24	Crushed Rock Stabilization (6")	TON	1,125	$25.00	$28,125.00
25	Temporary Surfacing	TON	200	$25.00	$5,000.00
26	Granular Drainable Base (6")	SY	7,650	$8.50	$65,025.00
27	Granular Drainable Base (12")	SY	2,115	$13.00	$27,495.00
28	Perforated, Flexible Drain Tile (4")	LF	5,000	$8.00	$40,000.00
29	PCC Pavement (8")	SY	9,190	$47.25	$434,227.50
30	PCC Pavement (6")	SY	1,325	$53.00	$70,225.00
31	Driveway, P.C.C. (6")	SY	440	$60.00	$26,400.00
32	P.C.C. Sidewalk, 4-inch	SF	17,286	$4.00	$69,144.00
33	Detectable Warning Surfaces at ADA Curb Ramps	SF	350	$30.00	$10,500.00
34	Pavement Markings, 4-inch Durable	LF	4,325	$4.75	$20,543.75
35	Pavement Markings, Durable, Symbols and Legends	EA	9	$450.00	$4,050.00
36	Select Topsoil, (4")	SY	3,000	$4.00	$12,000.00
37	Sod	SY	3,000	$7.00	$21,000.00
38	Flexible Growth Medium	SY	3,000	$0.50	$1,500.00

Total Base Bid: $1,292,160.00

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 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.

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

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

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 _____, 2020.

MEETING DATE: March 3, 2020
REQUESTED BY: Brian Schmidt, P.E.
Director of Public Works
WARD: All

Item Title:

Resolution awarding the contract to Fisher Lawn Care, Inc. for the 2020 Citywide Landscape Maintenance Program.

Explanation:

This is an annual program for the Contractor to provide landscape maintenance services on landscaped areas in and around City parks, right-of-ways, and facilities. The landscape maintenance services are for the City's Park Maintenance Division and will last until the end of the current years planting season.

Proposals were received on February 21, 2020. Six (6) requests for proposals were solicited and Fisher Lawn Care, Inc. of Bettendorf, Iowa was the only proposal received in the amount of $29,000.00.

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

The operating budget has sufficient monies budgeted for the program.

List Attachments:
Resolution
Form of Contract

RESOLUTION NO._____-20

RESOLUTION AWARDING THE CONTRACT FOR
THE 2020 CITYWIDE LANDSCAPE MAINTENANCE PROGRAM

WHEREAS, the City of Bettendorf issued a Request for Proposal for landscape maintenance services on landscaped areas in and around City parks, right-of-ways, and facilities within the City of Bettendorf; and

WHEREAS, bids were received for 2020 Citywide Landscape Maintenance Program on the 21st day of February, 2020, and

WHEREAS, one (1) proposal was received and Fisher Lawn Care, Inc. of Bettendorf, Iowa was the lowest responsible bid in the amount of $29,000.00, and

WHEREAS, the Contractor has submitted a proposal that meets the specifications detailed in the Request for Proposal.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Fisher Lawn Care, Inc. be accepted and the Mayor and City Administrator are hereby authorized and directed to sign the contract for execution of said project.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of March A.D., 2020, by and between **Fisher Lawn Care, 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 transportation required to perform and complete in a workmanlike manner all the work required in connection with the **2020 Citywide Landscape Maintenance Program**, all in strict accordance with the specifications, which 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:
Twenty Nine Thousand Dollars and Zero Cents

computed as follows:

Base Bid

Item	Description	Quantity	Units	Unit Price	Total Price
1	Citywide Landscape Maintenance	1	LS	$29,000.00	$29,000.00

Total Base Bid: $29,000.00

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- Work under this contract shall commence on the date specified in the written Notice to Proceed from the City, or its authorized representative, to the Contractor who shall diligently prosecute and complete all work under this contract as outlined in the Special Conditions, weather depending.

ARTICLE VII. 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.

1) Contract with the City
2) Special Conditions
3) Request for Proposal
4) Contractor's Proposal

In the event that any provision in any of the foregoing component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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

Fisher Lawn Care, Inc.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

ATTEST: CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

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

MEETING DATE: March 3, 2020
REQUESTED BY: Brian Schmidt, P.E.
Director of Public Works
WARD: All

Item Title:

Resolution awarding the contract to Fisher Lawn Care, Inc. for the 2020 Citywide Landscape Mulching Program.

Explanation:

This is an annual program for the Contractor to purchase and place double processed hardwood mulch in previously landscaped areas in and around City parks, right-of-ways, and facilities. The mulching services are for the City's Park Maintenance Division and will last until the end of the current years planting season.

Proposals were received on February 21, 2020. Fisher Lawn Care, Inc. of Bettendorf, Iowa was the low bidder of two (2) responsible bids received. Bids ranged from the high of $43,396.25 to the low of $29,055.00.

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

The operating budget has sufficient monies budgeted for the program.

List Attachments:
Resolution
Form of Contract

RESOLUTION NO._____-20

RESOLUTION AWARDING THE CONTRACT FOR
THE 2020 CITYWIDE LANDSCAPE MULCHING PROGRAM

WHEREAS, the City of Bettendorf issued a Request for Proposal for the purchase and installation of landscape mulching at various locations within the City of Bettendorf; and

WHEREAS, bids were received for 2020 Citywide Landscape Mulching Program on the 21st day of February, 2020, and

WHEREAS, two (2) bids were received and Fisher Lawn Care, Inc. of Bettendorf, Iowa was the lowest responsible bid in the amount of $29,055.00, and

WHEREAS, the Contractor has submitted a proposal that meets the specifications detailed in the Request for Proposal.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Fisher Lawn Care, Inc. be accepted and the Mayor and City Administrator are hereby authorized and directed to sign the contract for execution of said project.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of March A.D., 2020, by and between **Fisher Lawn Care, 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 transportation required to perform and complete in a workmanlike manner all the work required in connection with the **2020 Citywide Landscape Mulching Program**, all in strict accordance with the specifications, which 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:
Twenty Nine Thousand Fifty Five Dollars and Zero Cents

computed as follows:

Base Bid

Item	Description	Quantity	Units	Unit Price	Total Price
1	Citywide Landscape Mulching	745	CY	$39.00	$29,055.00

Total Base Bid: $29,055.00

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- Work under this contract shall commence on the date specified in the written Notice to Proceed from the City, or its authorized representative, to the Contractor who shall diligently prosecute and complete all work under this contract as outlined in the Special Conditions, weather depending.

ARTICLE VII. 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.

1) Contract with the City
2) Special Conditions
3) Request for Proposal
4) Contractor's Proposal

In the event that any provision in any of the foregoing component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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

Fisher Lawn Care, Inc.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

ATTEST: CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

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

MEETING DATE: March 3, 2020
REQUESTED BY: Brian Schmidt, P.E.
Director of Public Works
WARD: All

Item Title:

Resolution awarding the contract to Fisher Lawn Care, Inc. for the Turf Maintenance Services Contract for City facilities (2020-2022).

Explanation:

This contract is to provide turf maintenance services (mowing, trimming, edging, and fertilizing/ weed control) at City owned facilities. The contract period will be for the 2020 growing season and the City has the option to extend the contract for two (2) years.

Proposals were received on February 21, 2020. Fisher Lawn Care, Inc. of Bettendorf, Iowa was the low bidder of two (2) responsible bids received. Bids ranged from the high of $43,045 to the low of $17,400.

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

The operating budget has sufficient monies budgeted for the program.

List Attachments:
Resolution
Bid Tab
Form of Contract

RESOLUTION NO._____-20

RESOLUTION AWARDING THE CONTRACT FOR THE
TURF MAINTENANCE SERVICES CONTRACT FOR CITY FACILITIES (2020-2022)

WHEREAS, the City of Bettendorf issued a Request for Proposal to provide turf maintenance services (mowing, trimming, edging, and fertilizing/ weed control) at City owned facilities; and

WHEREAS, bids were received for the Turf Maintenance Services Contract for City facilities (2020-2022) on the 21st day of February, 2020, and

WHEREAS, two (2) bids were received and Fisher Lawn Care, Inc. of Bettendorf, Iowa was the lowest responsible bid in the amount of $17,400.00, and

WHEREAS, the Contractor has submitted a proposal that meets the specifications detailed in the Request for Proposal.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Fisher Lawn Care, Inc. be accepted and the Mayor and City Administrator are hereby authorized and directed to sign the contract for execution of said project.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Fisher Lawn Care, Inc.

Mowing Base Bid

Item	Location	Estimated Area (SF)	Est. No. of Mows	2020 Unit Price/ mow	2020 Bid Price	2021 Unit Price/ mow	2021 Bid Price	2022 Unit Price/ mow	2022 Bid Price	Cumulative Total
1	City Hall	15,180	30	$70.00	$2,100.00	$70.00	$2,100.00	$70.00	$2,100.00	$6,300.00
2	Community Center	95,400	30	$120.00	$3,600.00	$120.00	$3,600.00	$120.00	$3,600.00	$10,800.00
3	Splash Landing	13,400	30	$50.00	$1,500.00	$50.00	$1,500.00	$50.00	$1,500.00	$4,500.00
4	Life Fitness Center	32,700	30	$75.00	$2,250.00	$75.00	$2,250.00	$75.00	$2,250.00	$6,750.00
5	Learning Campus	125,000	30	$175.00	$5,250.00	$175.00	$5,250.00	$175.00	$5,250.00	$15,750.00
				2020 Total:	**$14,700.00**	**2021 Total:**	**$14,700.00**	**2022 Total:**	**$14,700.00**	**$44,100.00**

Fisher Lawn Care, Inc.

Chemical Application Base Bid

Item	Location	Estimated	No. of	2020 Unit Price/	2020 Bid Price	2021 Unit Price/	2021 Bid Price	2022 Unit Price/	2022 Bid Price	Cumulative
1	Community Center	95,400	4	$130.00	$520.00	$130.00	$520.00	$130.00	$520.00	$1,560.00
2	Splash Landing	13,400	4	$45.00	$180.00	$45.00	$180.00	$45.00	$180.00	$540.00
3	Life Fitness Center	32,700	4	$100.00	$400.00	$100.00	$400.00	$100.00	$400.00	$1,200.00
4	Learning Campus	125,000	4	$400.00	$1,600.00	$400.00	$1,600.00	$400.00	$1,600.00	$4,800.00
				2020 Total:	**$2,700.00**	**2021 Total:**	**$2,700.00**	**2022 Total:**	**$2,700.00**	**$8,100.00**

Greenspace Assoc.

Mowing Base Bid

Item	Location	Estimated Area (SF)	Est. No. of Mows	2020 Unit Price/ mow	2020 Bid Price	2021 Unit Price/ mow	2021 Bid Price	2022 Unit Price/ mow	2022 Bid Price	Cumulative Total
1	City Hall	15,180	30	$159.00	$4,770.00	$159.00	$4,770.00	$159.00	$4,770.00	$14,310.00
2	Community Center	95,400	30	$265.00	$7,950.00	$265.00	$7,950.00	$265.00	$7,950.00	$23,850.00
3	Splash Landing	13,400	30	$212.00	$6,360.00	$212.00	$6,360.00	$212.00	$6,360.00	$19,080.00
4	Life Fitness Center	32,700	30	$159.00	$4,770.00	$159.00	$4,770.00	$159.00	$4,770.00	$14,310.00
5	Learning Campus	125,000	30	$530.00	$15,900.00	$530.00	$15,900.00	$530.00	$15,900.00	$47,700.00
				2020 Total:	**$39,750.00**	**2021 Total:**	**$39,750.00**	**2022 Total:**	**$39,750.00**	**$119,250.00**

Greenspace Assoc.

Chemical Application Base Bid

Item	Location	Estimated Area (SF)	No. of Applications	2020 Unit Price/ Application	2020 Bid Price	2021 Unit Price/ Application	2021 Bid Price	2022 Unit Price/ Application	2022 Bid Price	Cumulative Total
1	Community Center	95,400	4	$261.25	$1,045.00	$261.25	$1,045.00	$261.25	$1,045.00	$3,135.00
2	Splash Landing	13,400	4	$90.00	$360.00	$90.00	$360.00	$90.00	$360.00	$1,080.00
3	Life Fitness Center	32,700	4	$133.75	$535.00	$133.75	$535.00	$133.75	$535.00	$1,605.00
4	Learning Campus	125,000	4	$338.75	$1,355.00	$338.75	$1,355.00	$338.75	$1,355.00	$4,065.00
				2020 Total:	**$3,295.00**	**2021 Total:**	**$3,295.00**	**2022 Total:**	**$3,295.00**	**$9,885.00**

FORM OF CONTRACT

THIS CONTRACT, made the 3rd day of March A.D., 2020, by and between **Fisher Lawn Care, 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 transportation required to perform and complete in a workmanlike manner all the work required in connection with the **Turf Maintenance Services Contract for City Facilities (2020-2022)**, all in strict accordance with the specifications, which 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:
Seventeen Thousand Four Hundred Dollars and Zero Cents
annually computed as follows:

Mowing Base Bid

Item	Location	Estimated Area (SF)	Est. No. of Mows	2020 Unit Price/ mow	2020 Bid Price	2021 Unit Price/ mow	2021 Bid Price	2022 Unit Price/ mow	2022 Bid Price	Cumulative Total
1	City Hall	15,180	30	$70.00	$2,100.00	$70.00	$2,100.00	$70.00	$2,100.00	$6,300.00
2	Community Center	95,400	30	$120.00	$3,600.00	$120.00	$3,600.00	$120.00	$3,600.00	$10,800.00
3	Splash Landing	13,400	30	$50.00	$1,500.00	$50.00	$1,500.00	$50.00	$1,500.00	$4,500.00
4	Life Fitness Center	32,700	30	$75.00	$2,250.00	$75.00	$2,250.00	$75.00	$2,250.00	$6,750.00
5	Learning Campus	125,000	30	$175.00	$5,250.00	$175.00	$5,250.00	$175.00	$5,250.00	$15,750.00
				2020 Total:	**$14,700.00**	**2021 Total:**	**$14,700.00**	**2022 Total:**	**$14,700.00**	**$44,100.00**

Chemical Application Base Bid

Item	Location	Estimated Area (SF)	No. of Applications	2020 Unit Price/ Application	2020 Bid Price	2021 Unit Price/ Application	2021 Bid Price	2022 Unit Price/ Application	2022 Bid Price	Cumulative Total
1	Community Center	95,400	4	$130.00	$520.00	$130.00	$520.00	$130.00	$520.00	$1,560.00
2	Splash Landing	13,400	4	$45.00	$180.00	$45.00	$180.00	$45.00	$180.00	$540.00
3	Life Fitness Center	32,700	4	$100.00	$400.00	$100.00	$400.00	$100.00	$400.00	$1,200.00
4	Learning Campus	125,000	4	$400.00	$1,600.00	$400.00	$1,600.00	$400.00	$1,600.00	$4,800.00
				2020 Total:	**$2,700.00**	**2021 Total:**	**$2,700.00**	**2022 Total:**	**$2,700.00**	**$8,100.00**

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- Work under this contract shall commence on the date specified in the written Notice to Proceed from the City, or its authorized representative, to the Contractor who shall diligently prosecute and complete all work under this contract as outlined in the Special Conditions, weather depending.

ARTICLE VII. 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.

1) Request for Proposal
2) Special Conditions
3) Form of Proposal
4) Form of Contract

In the event that any provision in any of the foregoing component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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

ATTEST:

_____

_____

_____
(Title)

Fisher Lawn Care, Inc.
(Contractor)

By: _____

_____
(Title)

ATTEST:

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

_____
Decker P. Ploehn
City Clerk

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

MEETING DATE: March 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to Terry-Durin Co. for Traffic Signal Mast Arms.

Explanation:

The traffic signals at the intersection of 23rd Street and Grant Street are programmed to be replaced during the 2020 construction season. Similar to the recently reconstructed signals at 18th Street and Grant Street, the existing single Type A signals will be replaced with standard signal poles and mast arms to provide for better visibility. As is standard with City traffic projects, the City purchases the materials directly and will then contract out the labor for the installation.

Terry-Durin Co. of Cedar Rapids, Iowa was the low bidder of two (2) bids received for the mast arms. Bids ranged from the high of $30,125.00 to the low of $29,220.00.

Relationship to Goals: Upgraded 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 purchase.

List Attachments:
Resolution
Quote

Resolution _____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO TERRY-DURIN CO. FOR TRAFFIC SIGNAL MAST ARMS

WHEREAS, the City's purchasing policies require that any contract purchases in the amount of $25,000 or greater be approved by a City Council resolution; and

WHEREAS, the requested material is a key component of maintain the City's traffic signal network and

WHEREAS, Terry-Durin Co. was the low bidder of the two (2) bids received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa:

That the Director of Public Works is authorized to purchase traffic signal mast arms from Terry-Durin Co. in the amount of $29,220.00.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Quote

Order # 50030-00

Entered Date	Taken By	Page #
2/18/20	LF01	1
PO #	**Requested Ship Date**	
SIGNAL POLES	2/19/20	

Bill To
CITY OF BETTENDORF
4403 DEVILS GLEN RD
ATTN: TRAFFIC
BETTENDORF, IA 52722

Correspondence To
Terry-Durin Company
PO Box 39
409 7th Ave SE
Cedar Rapids, IA 52406

Customer # 2657

Ship To
CITY OF BETTENDORF
4403 DEVILS GLEN RD
ATTN: TRAFFIC
BETTENDORF, IA 52722

Instructions	Instructions

Ship Point	Via	Shipped	Terms
CEDAR RAPIDS TERRY-DURIN 1	Best Way		Net 30 Days

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount (Net)
1	IA-60/45-LR-15-GROUND-GV-HH-AB COMBO TWIN MASTARM POLE 60 + 45 '	1	each	18,875.00000	each	18,875.00
2	IA-35-LR-15-GROUND-GV-HH-AB 35' COMBO MASTARM POLE	1	each	10,345.00000	each	10,345.00
2	**Lines Total**	**2.00**			**Subtotal**	**29,220.00**
					Total	**29,220.00**

QUOTATION

All agreements made contingent upon strikes, fires, accidents or cause beyond our control Stenographic or clerical errors subject to correction. Order resulting from this quotation subject to acceptance by our Credit Department. Quotations subject to increase due to metal or raw material escalation and may be withdrawn without notice. Terry-Durin Co. will not be held responsible for the accuracy of this bill of material . It is the responsiblity of the contractor to ensure that all material is correct and meets the specification of the job being quoted.

Some material may be non cancelable or non returnable

MEETING DATE: March 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 3

Item Title:

Resolution approving a Professional Services Agreement with Bray Associates Architects, Inc. for architectural services for the Palmer Hills Golf Course Service Building.

Explanation:

This project will be part of Phase II of the ongoing improvements at Palmer Hills Golf Course. Construction of a 56,500 square foot putting course was awarded earlier this year and will be built immediately adjacent to the proposed service building. The building is intended to service the renovated driving range, putting course and the future Phase III par three course.

The building is anticipated to be approximately 350 square feet in size and will include space for concessions, beverages, hand wash and three (3) well sinks, rental putter and golf ball storage and potentially other amenities pending final programming. The building will also include a secure enclosure on the exterior for a new driving range ball dispensing machine and the ball washer. Additional sitework will include a large covered patio with outdoor seating.

The building will also be designed to be incorporated into a future building expansion which would include classroom space for the First Tee program, restrooms, expanded food and beverage service and additional storage.

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
Professional Services Agreement

RESOLUTION NO._____-20

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRAY ASSOCIATES ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES FOR THE PALMER HILLS GOLF COURSE SERVICE BUILDING

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Palmer Hills Golf Course Service Building; and

WHEREAS, the firm of Bray Associates Architects, Inc. has submitted a proposal that appears to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Bray Associates Architects, Inc. be accepted and the Director of Public Works is hereby authorized and directed to sign a contract for professional architectural services in an amount not to exceed $28,790.00.

Passed, Approved and Adopted this 3rd day of March, 2020.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty second day of February in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bettendorf
4403 Devils Glen Road
Bettendorf, Iowa 52722

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Bray Associates Architects, Inc.

220 Emerson Place, Suite 301
Davenport, Iowa 52801

829 South 1st Street
Milwaukee, Wisconsin 53204

1465 41st Street, Suite 10
Moline, Illinois 61265

1227A North 8th Street
Post Office Box 955
Sheboygan, Wisconsin 53082-0955

for the following Project:
(Name, location and detailed description)

Architect's Project Number 3454
City of Bettendorf
New service building (concession building) at Palmer Hills Golf Course
2999 Middle Road
Bettendorf, Iowa 52722

The Owner and Architect agree as follows.

Init.
/

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User Notes:
(1094267496)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The City of Bettendorf has developed the program, and established scope to include only a new service building.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The size of the building will be approximately 400 square feet, single story, the patio will be 2,100 square feet and canopy/roof will be 1,500. The location of the project is 2999 Middle Road, Bettendorf, Iowa 52722.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Two Hundred Twenty Five Thousand Dollars ($225,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init. /

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To be determined by mutual agreement of Owner and Architect.

.2 Construction commencement date:

To be determined by mutual agreement of Owner and Architect

.3 Substantial Completion date or dates:

To be determined by mutual agreement of Owner and Architect

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Unknown at time of execution.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brent O. Morlock, PE, LEED AP
City Engineer
City of Bettendorf
4403 Devils Glen Road
Bettendorf, Iowa 52722
563-344-4063
bmorlok@bettendorf.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not required

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User Notes: (1094267496)

.2 Civil Engineer:

Not required

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Unknown at time of execution

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mark D. Miller, AIA, LEED AP
Bray Associates Architects, Inc.
1465 41st Street, Suite 10
Moline, Illinois 61265
309-762-0511
mmiller@brayarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEG
623 26th Avenue
Rock Island, Illinois 61201
309-788-0673

.2 Mechanical Engineer:

IEFM Consulting Engineers
Post Office Box 30
Coal Valley, Illinois 61240
309-799-5150

.3 Electrical Engineer:

IEFM Consulting Engineers
Post Office Box 30
Coal Valley, Illinois 61240
309-799-5150

.4 Civil Engineer:

IMEG
623 26th Avenue
Rock Island, Illinois 61201
309-788-0673

.5 Geotechnical Engineer:

Terracon Consultants, Inc.

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User Notes: (1094267496)

870-40th Avenue
Bettendorf, Iowa 52722
563-355-0702

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at time of execution

§ 1.1.12 Other Initial Information on which the Agreement is based:

Unknown at time of execution

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~ T

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and one million dollars ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 ~~The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

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~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Architect
§ 4.1.1.3	Measured drawings	Architect
§ 4.1.1.4	Existing facilities surveys	Not provided
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Not provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13	On-site project representation	Not provided
§ 4.1.1.14	Conformed documents for construction	Not provided
§ 4.1.1.15	As-designed record drawings	Not provided
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not provided
§ 4.1.1.18	Facility support services	Not provided
§ 4.1.1.19	Tenant-related services	Not provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21	Telecommunications/data design	Not provided
§ 4.1.1.22	Security evaluation and planning	Not provided
§ 4.1.1.23	Commissioning	Not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	Not provided
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not provided
§ 4.1.1.30	Other Supplemental Services	
Geotechnical services		Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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Geotechnical scope of services to be provided by Architect's Consultant, Terracon Consultants, Inc. shall consist of field exploration, laboratory testing, and engineering / project deliver services for two (2) borings, with a planned boring depth of twenty (20) feet.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Four (4) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written

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reports and appropriate recommendations. The Architect shall provide services of consultant geotechnical engineer for field exploration, laboratory testing and engineering/project delivery. Two (2) borings at a planned boring depth of twenty feet shall be included in Basic Services of Architect.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~ This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Twenty Eight Thousand Seven Hundred Ninety Dollars ($28,790.00

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect's Supplemental Services designed in Section 4.1.1 shall be included in Basic Services. If other Supplemental Services are requested by the Owner, upon written request for services, the Architect shall provide a proposal with scope of services and proposed compensation.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be provided upon prior written approval of the Owner.

§ 11.4 ~~Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:~~
~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent~~

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(1094267496)

~~budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

§ 11.6.1 ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

To be determined by mutual agreement, if services requested are to be compensated on hours incurred.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~
.2 ~~Long distance services, dedicated data and communication services, teleconferences,~~ Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related ~~expenditures.~~expenditures approved by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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User Notes: (1094267496)

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ($ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5 % five percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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User Notes: (1094267496)

Architect's Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Matthew Wolfert, AIA, LEED AP President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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User Notes: (1094267496)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Matthew Wolfert, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:27:52 CT on 02/24/2020 under Order No. 5398759697 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Matthew W

(Signed)

President

(Title)

02/24/2020

(Dated)

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User Notes: (1094267496)

BRAYARC-01 HUSNI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baer Insurance Services, Inc. 9701 Brader Way Madison, WI 53562	CONTACT NAME: PHONE (A/C, No, Ext): (608) 830-5800 FAX (A/C, No): (608) 830-5877 E-MAIL ADDRESS: baer@baerinsurance.com
INSURED Bray Associates Architects Inc. 829 S. 1st St Milwaukee, WI 53204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Hanover Insurance Company — 22292 INSURER B : Massachusetts Bay Insurance Company — 22306 INSURER C : Citizens Insurance Company of America — 31534 INSURER D : Berkley Insurance Company INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ZB1H005070	8/31/2019	8/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			AD1D933092	8/31/2019	8/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UH1H005071	8/31/2019	8/31/2020	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WB1D958597	8/31/2019	8/31/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D	Professional Liab			AEC-9033327-01	12/1/2019	12/1/2020	Occurrence	5,000,000
D	Professional Liab			AEC-9033327-01	12/1/2019	12/1/2020	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

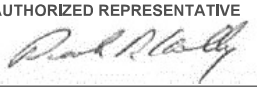
CERTIFICATE HOLDER

Bray Associates Architects Inc.
829 S 1st Street
Milwaukee, WI 53204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MEETING DATE: March 3, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: All

Item Title:

Resolution accepting improvements for the 2019 Pavement Markings Program.

Explanation:

Iowa Plains Signing, Inc. of Slater, Iowa has satisfactorily completed all work on the project. The original purchase order was approved for $165,000.00. The final construction cost for the project was $169,810.39. Change Order #1 was issued to cover additional striping.

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 PAVEMENT MARKINGS PROGRAM

WHEREAS, on the 21st day of May, 2019, the City of Bettendorf entered into contract with Iowa Plains Signing, Inc. of Slater, Iowa, for the construction of certain improvements to the street system of said City; namely, the

2019 Pavement Markings 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 $169,810.39.

Passed, Approved and Adopted this 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

CITY OF BETTENDORF
COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET

Project Description:	**2019 Pavement Markings Program**
Project Manager:	Brent Morlok
CIP Budget:	115,000.00
Funding Source:	G.O. Bonds
Purchase Order Amount:	165,000.00
Final Total Project Cost:	169,810.39

Project #:	RU0001
FY Budgeted:	19/20
Resol. for award:	165-19

Change Orders Detail **(Insert Rows/Categories as Necessary)**

CO Number	Description		Actual
1	Additional striping		4,810.39
			-
			-
			-
	Total Change Orders Amount		4,810.39

Project Cost Summary **(Insert Rows/Categories as Necessary)**

Expenditure Category	Vendor / Description		Actual
Construction Contract	Iowa Plains		169,810.39
	Final Total Project Cost		169,810.39

CITY OF BETTENDORF
CONTRACTOR EVALUATION REPORT

2019 Pavement Markings Program

Iowa Plains Signing - Vendor #17899

[x] Primary [ ] Subcontrac

	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
ORGANIZATION / MANAGEMENT: 15%				
D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	3.0	x 0.05 =	0.15
E. Adequate and competent labor force	0 to 3	3.0	x 0.05 =	0.15
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	3.0	x 0.05 =	0.15
EQUIPMENT: 10%				
G. Equipment on project	0 to 3	3.0	x 0.05 =	0.15
H. General project safety, signage and traffic control	0 to 3	2.5	x 0.05 =	0.13
		Initial Rating:		2.36
Liens Filed - If lien(s) have been filed	0 or -1			0.00
		Final Rating:		2.36

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.

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

Field Inspector _____ Date _____

Chief Inspector _____ Date _____

Engineer _____ Date 2/25/2020

Contractor _____ Date _____

COUNCIL LETTER

MEETING DATE: March 2/3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving a site development plan for 3150 Glenbrook Circle South, submitted by Nelson Construction and Development/Jacob Wolfgang. (Case 19-100)

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

Nelson Construction and Development/Jacob Wolfgang has submitted a site development plan for 3150 Glenbrook Circle South (Lots 1 and 2 of GlenbrookRidge Third Addition) (see Aerial Photo and Plat - Attachments A and B). The site plan shows a retirement facility (see Site Plan - Attachment C). The north wing of the facility will be one-story high, the middle will be two stories high, and the southern portion will be three stories high. The tiered building design is in response to requests made during neighborhood meetings regarding this project. The total floor area for this building will be 138,853 square feet.

The landscape plan meets city requirements. Sixty-four conifer trees on the western boundary are required per a previous agreement (see Landscape Plan - Attachment D). The elevations show the structure as it appears from different angles (see Elevations - Attachment E). 114 parking spaces are required and 128 spaces will be provided.

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 5-0 margin at its December 18 meeting.

Consult the Planning and Zoning Commission staff report for further details.

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

N/A

List Attachments:

Resolution; (A) Aerial Photo; (B) Final Plat; (C) Site Development Plan; (D) Landscape Plan; (E) Elevation; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 20

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR 3150 GLENBROOK CIRCLE SOUTH

WHEREAS, Nelson Construction & Development/Jacob Wolfgang, has submitted a site development plan for 3150 Glenbrook Circle South, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to conditions presented below, and

WHEREAS, the City Council concurs with the Planning and Zoning Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 3150 Glenbrook Circle South subject to the following condition:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. The City Engineer must approve storm water detention calculations prior to issuance of building permits.
3. An agreement not to sever is required for the Lots 1 and 2 of Glenbrook Ridge Third Addition involved in this site development plan.
4. Fire lane distance from the building must be coordinated with the Fire Department prior to issuance of building permits.
5. A certificate of elevation is required prior to the issuance of a certificate of occupancy.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____

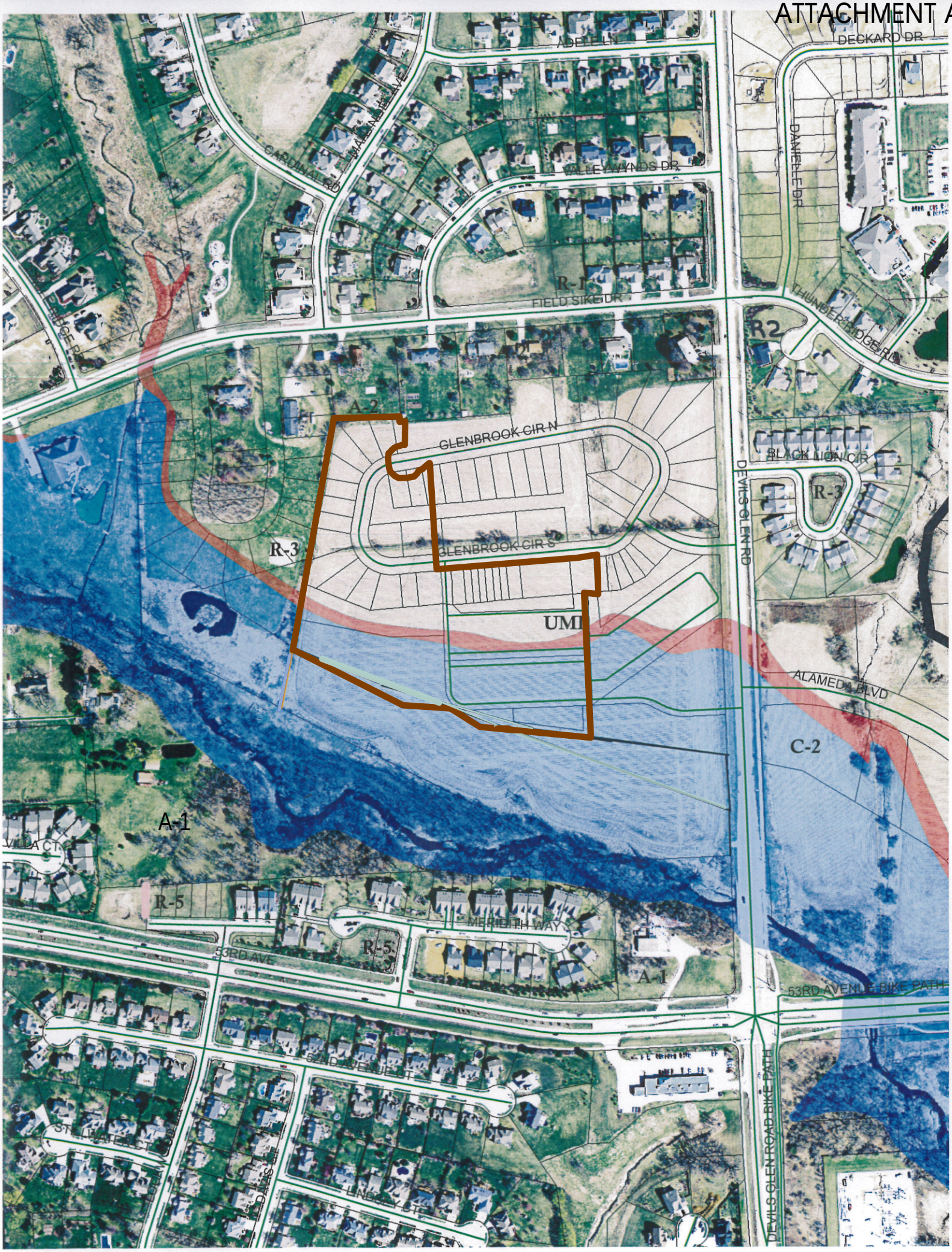
Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

ATTACHMENT A



FINAL PLAT

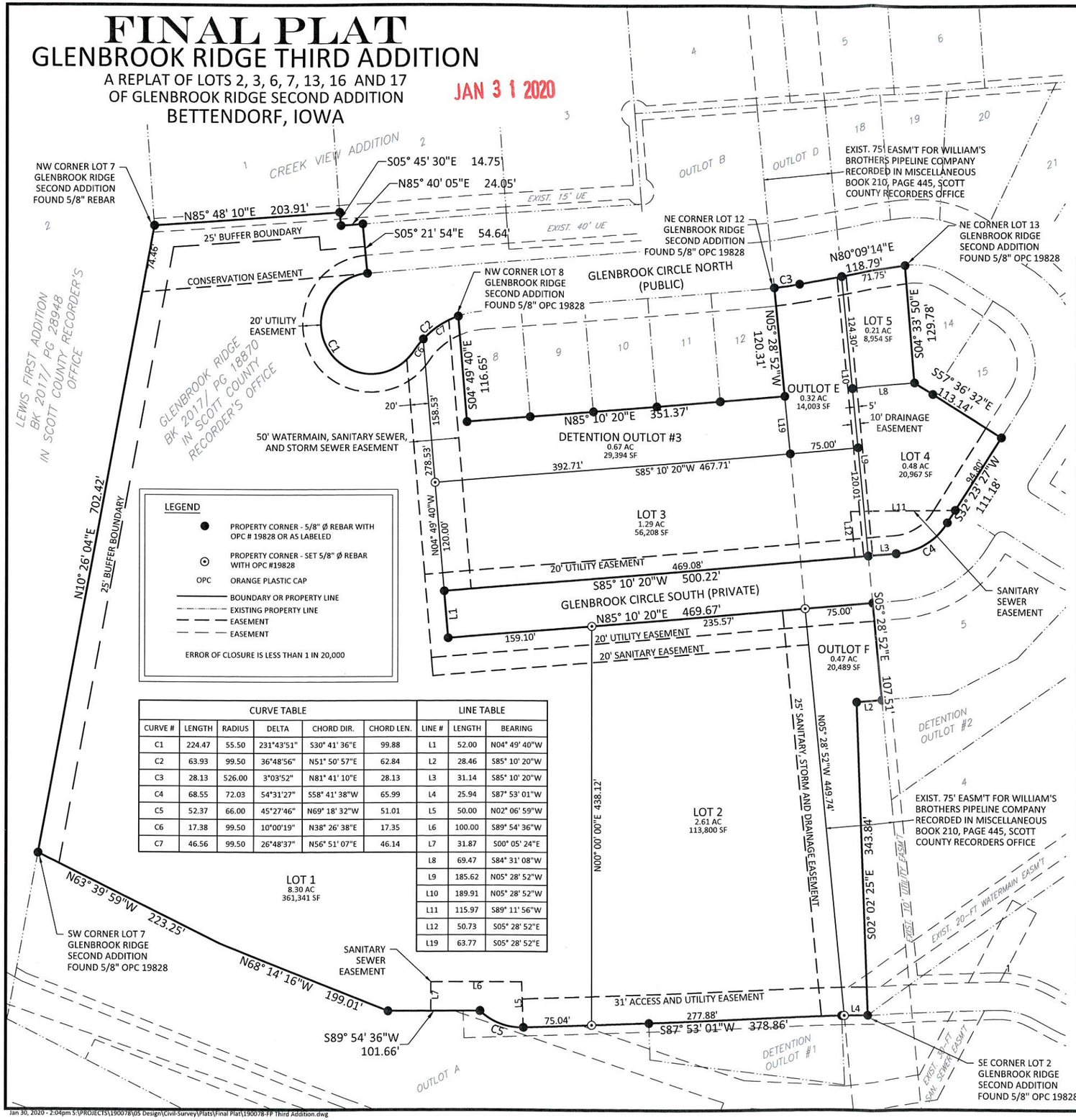
GLENBROOK RIDGE THIRD ADDITION

A REPLAT OF LOTS 2, 3, 6, 7, 13, 16 AND 17
OF GLENBROOK RIDGE SECOND ADDITION
BETTENDORF, IOWA

JAN 3 1 2020

FOR RECORDER'S USE ONLY

RECORDER'S INDEX
COUNTY: SCOTT
SECTION: 10-78N-4E
QUARTER SECTION:
CITY: BETTENDORF
SUBDIVISION: GLENBROOK RIDGE SECOND ADDITION
BLOCK: NA
LOT(S): 2, 3, 6, 7, 13, 16, AND 17
PROPRIETOR: DEVILS GLEN HOLDING, LLC
REQUESTED BY: DEVILS GLEN HOLDING, LLC
PREPARED BY: AXIOM CONSULTANTS, LLC, 60 E. COURT ST. UNIT 3 IOWA CITY, IA 52240 - PH# 319.519.6220



LEGEND

- ● PROPERTY CORNER - 5/8" Ø REBAR WITH OPC # 19828 OR AS LABELED
- ⊙ PROPERTY CORNER - SET 5/8" Ø REBAR WITH OPC #19828
- OPC ORANGE PLASTIC CAP
- BOUNDARY OR PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT
- EASEMENT

ERROR OF CLOSURE IS LESS THAN 1 IN 20,000

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	224.47	55.50	231°43'51"	S30° 41' 36"E	99.88
C2	63.93	99.50	36°48'56"	N51° 50' 57"E	62.84
C3	28.13	526.00	3°03'52"	N81° 41' 10"E	28.13
C4	68.55	72.03	54°31'27"	S58° 41' 38"W	65.99
C5	52.37	66.00	45°27'46"	N69° 18' 32"W	51.01
C6	17.38	99.50	10°00'19"	N38° 26' 38"E	17.35
C7	46.56	99.50	26°48'37"	N56° 51' 07"E	46.14

LINE TABLE		
LINE #	LENGTH	BEARING
L1	52.00	N04° 49' 40"W
L2	28.46	S85° 10' 20"W
L3	31.14	S85° 10' 20"W
L4	25.94	S87° 53' 01"W
L5	50.00	N02° 06' 59"W
L6	100.00	S89° 54' 36"W
L7	31.87	S00° 05' 24"E
L8	69.47	S84° 31' 08"W
L9	185.62	N05° 28' 52"W
L10	189.91	N05° 28' 52"W
L11	115.97	S89° 11' 56"W
L12	50.73	S05° 28' 52"E
L19	63.77	S05° 28' 52"E

LEGAL DESCRIPTION

LOTS 2, 3, 6, 7, 13, 16, 17, OUTLOT E, AND DETENTION OUTLOTS 3 THRU 5 OF GLENBROOK RIDGE SECOND ADDITION AS RECORDED IN BOOK 2019, PAGE 11022 IN THE SCOTT COUNTY RECORDER'S OFFICE, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA.

OUTLOT INFORMATION:

1. DETENTION OUTLOT #3 FOR PUBLIC STORM WATER MANAGEMENT.
2. OUTLOT E FOR COMMON OPEN SPACE.
3. OUTLOT F FOR COMMON OPEN SPACE.

NOTES:

1. BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION WAS MADE AS APART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE , DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
5. PART OF THIS SUBDIVISION IS SUBJECT TO A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA ON COMMUNITY FIRM MAP NO. 19163C0378F WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2011.
6. DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
7. ALL MONUMENTS HAVE BEEN FOUND OR WILL BE SET AS SHOWN ON THIS PLAT BY DECEMBER 31, 2020.
8. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY DEDICATED WITHIN THE PLAT. FURTHER THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.
9. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLE, GAS SERVICE, WATER SERVICE, SEWER LATERALS, TELEPHONE SERVICE AND CABLE T.V. TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
10. BLANKET ACCESS EASEMENTS ACROSS LOTS 1 AND 2 ARE GRANTED TO THE OWNERS OF ALL OF THOSE LOTS.
11. MINIMUM 4-FT WIDE SIDEWALK ON INTERIOR RIGHTS-OF-WAY.
12. ALL PRIVATE DRIVES SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS NOT FRONTING GLENBROOK CIRCLE NORTH RIGHT-OF-WAY.
13. ALL EXISTING EASEMENTS ORIGINAL TO GLENBROOK RIDGE 1ST AND 2ND ADDITION SHALL BE VACATED WITH THE RECORDING OF THIS APPROVED PLAT
14. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS.
15. ERROR OF CLOSURE IS LESS THAN 1 IN 20,000

PLAT PREPARED BY:

AXIOM CONSULTANTS
60 E. COURT STREET, UNIT 3
IOWA CITY, IA 52240

SUBDIVIDER'S ATTORNEY:

BRYCE K. DALTON
KIRTON MCCONKIE
50 E. SOUTH TEMPLE #400
SALT LAKE CITY, UT 84111
801-328-3600
BDALTON@KMCLAW.COM

OWNER:

Lot 5
SCOTT WEBSTER
PREMIER CUSTOM HOMES
5773 CALIFORNIA DRIVE
BETTENDORF, IA 52722
SMW212121@ICLOUD.COM

OWNER

Lots 1, 2 & OL F
NELSON CONSTRUCTION & DEVELOPMENT
218 6TH AVENUE, SUITE 200
DES MOINES, IA 50309

OWNER:

Lots 3, 4, Detention Outlot #3, & OL E
DEVILS GLEN HOLDING, LLC
C/O BEN EASTEP
1805 STATE STREET, #103
BETTENDORF, IA 52722
563-265-0839

ZONING:

URBAN MEDIUM INTENSITY (UMI)

SETBACKS

FRONT	25 FT
SIDE	5 FT MIN; ONE SIDE=10; TOTAL=15; MIN.=15
REAR	25 FT

CITY OF BETTENDORF
BY DATE
ATTEST DATE

PLANNING AND ZONING
BY DATE

IOWA - AMERICAN WATER CO.
BY DATE

MIDAMERICAN ENERGY COMPANY
BY DATE

MEDIACOM
BY DATE

CENTURYLINK
BY DATE

PROFESSIONAL LAND SURVEYOR
BRADLEY R. GEATER
19828
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DRAFT

BRADLEY R. GEATER, P.L.S., P.E. DATE
LICENSE NUMBER 19828.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021.

PAGES OR SHEETS COVERED BY THIS SEAL: THIS PLAT

0 30 60

ENGINEER:
AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

ISSUED FOR:
DATE ISSUED: 1/30/2020
CURRENT REV:

PROJECT NAME: GLENBROOK RIDGE THIRD ADDITION
CLIENT NAME: DEVIL'S GLEN HOLDING, LLC

SHEET NAME: FINAL PLAT
SHEET NUMBER: 1 OF 1
PROJECT NO.: 19-0078
PROJECT MANAGER: BETTIS

Jan 30, 2020 - 2:04pm S:\PROJECTS\190078\05 Design\Civil-Survey\Plats\Final Plat\190078-FP Third Addition.dwg

SITE PLAN KEYNOTES

- (A) ADA CURB RAMP. REFER TO SUDAS DETAIL 7030.206
- (B) PROPOSED 4" CONCRETE WALK.
- (C) PROPOSED CONCRETE PAVEMENT.
- (D) PROPOSED STORM WATER MANAGEMENT AREA
- (E) REMOVE EXISTING SANITARY SEWER AND SERVICE LINE
- (F) REMOVE EXISTING STORM PIPE
- (G) REFUSE AND RECYCLING ENCLOSURE
- (H) RELOCATED PUBLIC SANITARY SEWER
- (I) COVERED DROPOFF

SITE PLAN NOTES

1. ALL PROPOSED WATERMAIN IS TO BE 8" PVC C900.
2. ALL PROPOSED SANITARY SEWER IS TO BE 8" PVC TRUSS.
3. CONNECT DOWNSPOUTS TO STORM SEWER.
4. 100-YR FLOODPLAIN ELEV.=661.00

LEGEND:

UTILITIES	EXISTING	PROPOSED
COMMUNICATIONS	(CO)	CO
OVERHEAD LINE	(OH)	OH
ELECTRIC	(E)	E
FIBER OPTIC	(FO)	FO
GAS	(G)	G
SANITARY SEWER	(SS)	SS
STORM	(ST)	ST
SUBDRAIN	(SD)	SD
WATER: DOMESTIC	(W)	W
WATER: WELL	(WELL)	WELL
CHILLED WATER: SUPPLY	(CHWS)	CHWS
CHILLED WATER: RETURN	(CHWR)	CHWR
CONDENSATE	(CND)	CND
STEAM: HIGH PRESSURE	(HPS)	HPS
STEAM: LOW PRESSURE	(LPS)	LPS
COMMUNICATIONS HANDHOLE		
COMMUNICATIONS PEDESTAL		
COMMUNICATIONS MANHOLE		
GUY WIRE ANCHOR		
UTILITY POLE		
UTILITY POLE WITH LIGHT		
LIGHT POLE		
ELECTRIC MANHOLE		
ELECTRIC TRANSFORMER		
TRAFFIC HANDHOLE		
TRAFFIC MANHOLE		
FIBER OPTIC HANDHOLE		
FIBER OPTIC MANHOLE		
GAS MANHOLE		
GAS VALVE		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT		
STORM SEWER MANHOLE		
STORM SEWER INTAKE		
HYDRANT		
WATER VALVE		
CURB STOP		
WATER MANHOLE		
POST INDICATOR VALVE		

SITE	EXISTING	PROPOSED
CONTOUR - INDEX	100	100
CONTOUR - INTERMEDIATE	101	101
FENCE: BARB WIRE		
FENCE: CHAIN LINK		
FENCE: CONSTRUCTION		
FENCE: VINYL		
FENCE: WIRE		
FENCE: WOOD		
TREE LINE		
DELINEATED WETLAND		
100-YEAR FLOODPLAIN		
500-YEAR FLOODPLAIN		
STREAM CENTERLINE		
BOLLARD		
FLAG POLE		
LANDSCAPE LIGHT		
SHRUBBERY		SEE LANDSCAPE PLAN
TREE: DECIDUOUS		SEE LANDSCAPE PLAN
TREE: CONIFEROUS		SEE LANDSCAPE PLAN
MAIL BOX		
POST		
SIGN		
PARKING METER		
FIRE DEPARTMENT CONNECTION		
WATER METER		
HOSE BIB		
YARD HYDRANT		
DRINKING FOUNTAIN		
MONITORING WELL		
WELL		

0 20 40

PRINTS ISSUED
12/09/2019- SD RESUBMITTAL

REVISIONS:

AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

GLENBROOK RIDGE SENIOR LIVING

DEVILS GLEN ROAD & FIELD SIKE ROAD
BETTENDORF, IA

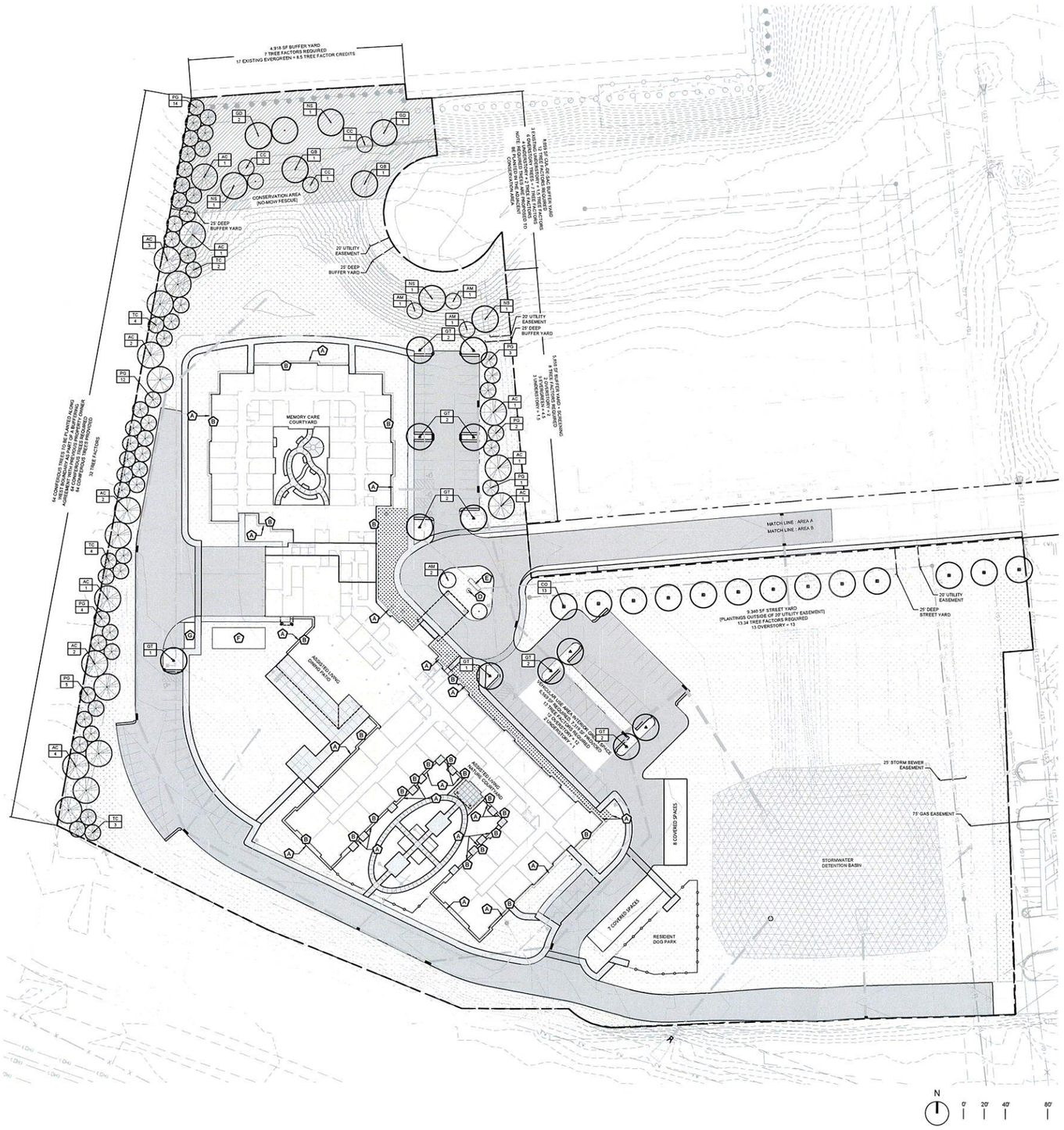
SHEET TITLE
SITE PLAN

PROJECT NUMBER: 19039

SHEET NUMBER:

C-200

DRAWN BY: Author CHECKED BY: Checker



LEGEND

- PROPERTY LINE
- LIMIT OF CONSTRUCTION
- WATER
- TELECOM
- GAS
- ELECTRIC
- SANITARY SEWER
- STORM SEWER
- EXISTING EASEMENT
- TREE PROTECTION FENCING
- 995 EXISTING CONTOUR

- STREET YARD OVERSTORY TREE
- VEHICULAR USE AREA OVERSTORY TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- BUFFER OVERSTORY TREE
- NO-MOW FESCUE
- SHRUB / PERENNIAL
- SEED - TURFGRASS
- SOD - TURFGRASS
- NATIVE PLANT MIX

KEYED NOTES

KEY	MATERIAL / OBJECT	NOTES
A	LANDSCAPE EDGING	4" X 3/ 16" STEEL EDGING W/ 3/ 16" X 1'-4" TAPERED STEEL STAKE # 30" O.C.; COLOR: BLACK; FINISH: STANDARD PAINT
B	ROCK MULCH BORDER	TBD
C	BIKE RACK	TBD
D	FLAG POLE	SEE ARCHITECTURAL SPECIFICATIONS. PROVIDE FLAG POLE UPLIGHTING.
E	MONUMENT SIGN W/ ILLUMINATION	REFERENCE ARCHITECTURAL SHEETS AND SITE ELECTRICAL SHEETS
F	UTILITY ENCLOSURE	TRANSFORMER AND GENERATOR; REFERENCE ARCHITECTURAL SHEETS
G	TRASH ENCLOSURE	REFERENCE ARCHITECTURAL SHEETS

PLANTING NOTES

1. CONTRACTOR TO SEED ALL DISTURBED AREAS UNLESS NOTED OTHERWISE.
2. INSTALL 6" MULCH RINGS AT ALL PROPOSED TREES WITHIN LAWN AREAS.

AREA CALCULATIONS

TOTAL SITE	495,672 SF
TOTAL BUILDING	66,403 SF

AREAS LISTED BELOW HAVE BEEN USED TO CALCULATE TREE FACTOR REQUIREMENTS FOR VEHICULAR USE AREAS, STREET YARDS, AND BUFFER YARDS

VEHICULAR USE AREA [DRIVES AND PARKING AREAS]
VEHICULAR USE AREAS ARE DEFINED AS ALL AREAS SUBJECT TO VEHICULAR TRAFFIC INCLUDING, BUT NOT LIMITED TO, ACCESSWAYS, DRIVEWAYS, LOADING AREAS, SERVICE AREAS, AND PARKING STALLS FOR ALL TYPES OF VEHICLES.

TOTAL AREA	93,848 SF

FOR AREAS GREATER THAN 30,000 SF, AN AREA EQUIVALENT TO A MINIMUM OF 7% OF THE TOTAL VEHICULAR USE AREA SHALL BE LANDSCAPED. THE REQUIRED LANDSCAPED AREA SHALL BE LOCATED IN THE INTERIOR OF THE VEHICULAR USE AREA INCLUDING CORNERS OF THE PARKING AREA, ISLANDS, AND STRIP PLANTINGS.

REQUIRED INTERIOR GREEN SPACE [7% OF TOTAL AREA]	6,569 SF
PROVIDED INTERIOR GREEN SPACE	7,624 SF

STREET YARD AREA
STREET YARDS ARE DEFINED AS CONTIGUOUS LANDSCAPED AREAS ALONG THE STREET RIGHT-OF-WAY, THE LANDSCAPED AREA SHALL BE OF A DEPTH NOT LESS THAN THAT ESTABLISHED IN SECTION 11-12-5, TABLE 11-12-5A1 OF THE CITY ZONING ORDINANCE. A 20' DEPTH HAS BEEN DETERMINED FOR THIS SITE.

20' DEPTH X 467' LENGTH ALONG STREET R.O.W.	9,340 SF

BUFFER YARD AREA [LANDSCAPED AREA ALONG LOT LINES]
BUFFER YARDS ARE DEFINED AS LANDSCAPED AREAS ALONG LOT LINES PROVIDED TO SEPARATE AND PARTIALLY OBSTRUCT THE VIEW OF TWO ADJACENT LAND USES OR PROPERTIES FROM ONE ANOTHER.

REQUIRED BUFFER YARD LOCATIONS ARE SHOWN ON THE PLAN, AND A 25' BUFFER YARD DEPTH HAS BEEN DETERMINED FOR THIS SITE.

25' DEPTH ALONG REQUIRED LOT LINES	36,183 SF

SCREENING

SCREENING IS REQUIRED AT THE FOLLOWING CONDITIONS:
- OUTDOOR STORAGE AREAS
- LOADING AREAS, REFUSE COLLECTION, AND OTHER SERVICE AREAS
- MAJOR MACHINERY AREAS OR MANUFACTURING AREAS
- VEHICULAR USE AREAS
- SOURCES OF GLARE, NOISE, OR OTHER ENVIRONMENTAL EFFECTS
- ELECTRICAL AND MECHANICAL EQUIPMENT
- SATELLITE DISHES
- OTHER NOXIOUS USES AS DETERMINED BY THE COMMUNITY DEVELOPMENT DIRECTOR

SCREENING SHALL BE AN OPAQUE BARRIER AT LEAST 6' IN HEIGHT IN ALL YARDS EXCEPT THE FRONT YARD WHICH SHALL BE BETWEEN 2.5' AND 3' IN HEIGHT MEASURED RELATIVE TO THE STREET GRADE. THE FOLLOWING ARE ACCEPTABLE BARRIERS:
- SOLID WOOD / MASONRY FENCE OR WALL
- HEDGE OR INFORMAL SCREEN OF EVERGREEN PLANT MATERIAL
- LANDSCAPE BERM WITH 3:1 MAXIMUM SLOPE
- ANY COMBINATION OF THESE METHODS

TREE CALCULATIONS

NOTE: DUE TO EXISTING UTILITY EASEMENTS ALONG ROADWAYS, SOME REQUIRED BUFFER YARD AND STREET YARD TREES ARE LOCATED OUTSIDE AND ADJACENT TO THE BUFFER YARD AND STREET YARD LOCATIONS.

VEHICULAR USE AREAS
1 TREE FACTOR SHALL BE REQUIRED FOR EVERY 500 SF OF REQUIRED INTERIOR GREENSPACE [SEE TABLE FOR TREE FACTOR DEFINITIONS]:
6,569 SF / 500 = 13.14 [REQUIRED TREE FACTOR]
13 OVERSTORY TREES PROVIDED

STREET YARD
1 TREE FACTOR SHALL BE REQUIRED FOR EVERY 700 SF OF THE STREET YARD GREENSPACE:
9,340 / 700 = 13.34 [REQUIRED TREE FACTOR]
13 OVERSTORY TREES PROVIDED = 13

BUFFER YARD
32 TREE FACTORS SHALL BE PROVIDED ALONG WEST BUFFER IN THE FORM OF CONIFEROUS TREES:
64 CONIFERS REQUIRED
64 CONIFERS PROVIDED

1 TREE FACTOR SHALL BE REQUIRED FOR EVERY 700 SF OF THE REMAINING BUFFER YARD GREENSPACE:
36,183 [TOTAL SF] - 17,409 [WEST SF] = 18,774 [REMAINING SF]
18,774 / 700 = 26.82
26.82 [REQUIRED TREE FACTOR]

9 OVERSTORY TREES PROVIDED = 9
7 UNDERSTORY TREES PROVIDED = 3.5
9 EVERGREEN TREES PROVIDED = 4.5
EXISTING TREE FACTOR CREDITS = 10

PROVIDED TREE FACTORS = 27

TOTAL REQUIRED TREE FACTORS:	TOTAL PROVIDED TREE FACTORS INCLUDING EXISTING TREES
13.14 [VEHICULAR USE]	13 [VEHICULAR USE]
13.34 [STREET YARD]	13 [STREET YARD]
32 [WEST BUFFER]	32 [WEST BUFFER]
26.82 [REMAINING BUFFER]	27 [REMAINING BUFFER]
85.3 REQUIRED TREE FACTORS	85 PROVIDED TREE FACTORS

TREE FACTOR TABLE
CITY OF BETTENDORF LANDSCAPE HANDBOOK

DECIDUOUS OVERSTORY	
2-INCH CALIPER	1.0
4-INCH CALIPER	2.0
ONE-STEM DECIDUOUS UNDERSTORY	
1 1/2-INCH CALIPER	0.5
3-INCH CALIPER	1.0
MULTI-STEM DECIDUOUS UNDERSTORY	
6' HEIGHT	0.5
12' HEIGHT	1.0
EVERGREEN	
6' HEIGHT	0.5
12' HEIGHT	1.0

PLANT SCHEDULE PROPOSED

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
			OVERSTORY TREES [34 TREE FACTORS]			
13	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2"	B&B	MATCHING
3	GD	GYMNOCLADUS DIOICUS 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	2"	B&B	MATCHING
12	GT	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE' SKYLINE	SKYLINE HONEYLOCUST	2"	B&B	MATCHING
4	NS	NYSSA SYLVATICA 'WILDFIRE'	WILDFIRE BLACK TUPELO	2"	B&B	MATCHING
2	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2"	B&B	MATCHING
			UNDERSTORY TREES [4.5 TREE FACTORS]			
5	AM	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	6'-8' HT	B&B	MULTI-STEM
4	CC	CERCIS CANADENSIS	EASTERN REDBUD	6'-8' HT	B&B	MULTI-STEM
			EVERGREEN TREES [36.5 TREE FACTORS]			
19	AC	ABIES CONCOLOR	WHITE FIR	6'-8' HT	B&B	
41	PG	PICEA GLAUCA 'DENSATA'	BLACK HILLS WHITE SPRUCE	6'-8' HT	B&B	
13	TC	TSUGA CANADENSIS	CANADIAN HEMLOCK	6'-8' HT	B&B	

PLANT SCHEDULE EXISTING

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
			UNDERSTORY TREES [1.5 TREE FACTORS]			
3		UNDERSTORY TREE	SPECIES TO BE VERIFIED	2" DBH		SEE NOTE ON PLAN
			EVERGREEN TREES [8.5 TREE FACTORS]			
17		EVERGREEN TREE	SPECIES TO BE VERIFIED	4" DBH		SEE NOTE ON PLAN

PRINTS ISSUED
11/27/19 - SITE PLAN SUBMITTAL

REVISIONS:
12/10/19 - SITE PLAN SUBMITTAL

gēnus
[landscape architects]

GLENBROOK RIDGE SENIOR LIVING
DEVILS GLEN ROAD & FIELD SIKE ROAD
BETTENDORF, IA

DEC 10 2019

SHEET TITLE
PLANTING PLAN - OVERALL

PROJECT NUMBER: 19039

SHEET NUMBER:

L-100

DRAWN BY: Author CHECKED BY: Checker

12/9/2019 5:29:20 PM
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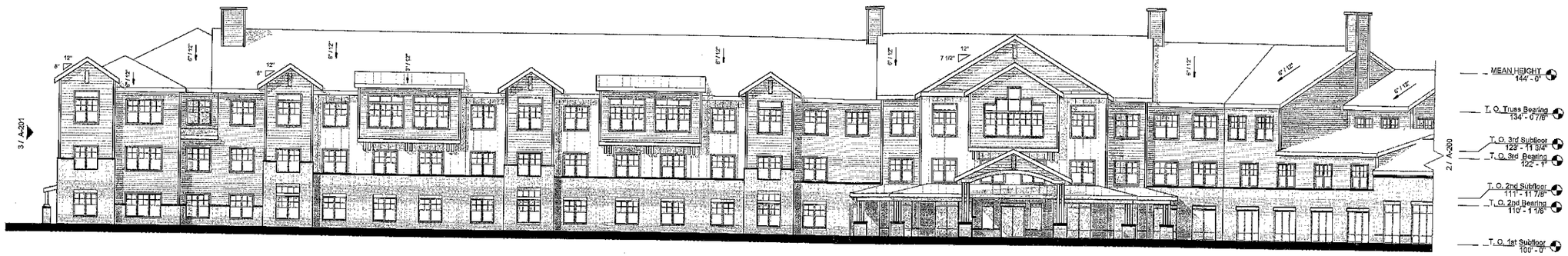
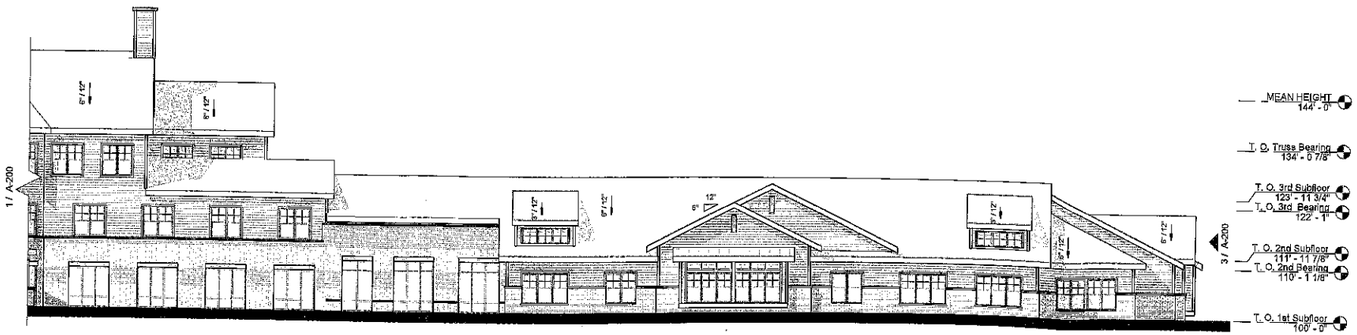
A1 SE PERSPECTIVE

MATERIAL LEGEND

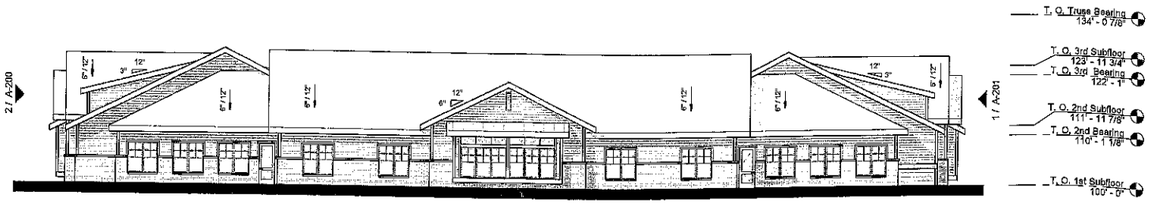
- BOARD & BATTEN SIDING
- 6" LAP SIDING - FIBER CEMENT
- 10" LAP SIDING - FIBER CEMENT
- FACE BRICK - KING SIZED
- FIBER CEMENT TRIM - 3-1/2" AT WINDOW, 11-1/4" AT BANDING, 3-1/2" VERTICAL OUTSIDE / INSIDE CORNER TRIM
- MAIN ROOF - ASPHALT ARCHITECTRUAL COMPOSITION SHINGLES
- ACCENT ROOF - STANDING SEAM METAL ROOF



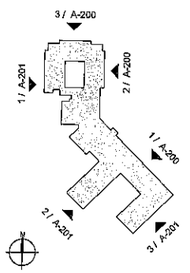
1 EAST ELEVATION-SOUTH WING
3/32" = 1'-0"



2 EAST ELEVATION- NORTH WING (MC)
3/32" = 1'-0"



3 NORTH ELEVATION (MC)
3/32" = 1'-0"



PRINTS ISSUED
11/27/19 - SITE PLAN SUBMITTAL

REVISIONS:

rosemann & associates P.C.
ARCHITECTURE
INTERIOR DESIGN
BRANDING
PLANNING
1506 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
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DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

GLENBROOK RIDGE SENIOR LIVING

DEVILS GLEN ROAD & FIELD SIKE ROAD
BETTENDORF, IA

SHEET TITLE
EXTERIOR ELEVATIONS

NOV 2 7 2019

PROJECT NUMBER: 19039

SHEET NUMBER:

A-200

DRAWN BY: Author CHECKED BY: Checker

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4100

December 18, 2019

Staff Report

Case No. 19-100
Project: 3150 Glenbrook Circle South – Site Development Plan
Applicant: Axiom Consultants, LLC
Current Land Use Designation/Zoning District: Urban Medium Intensity

Background Information and Facts

Axiom Consultants, LLC has submitted a site development plan for Lots 2, 3, 6 and 7 of Glenbrook Ridge Second Addition (see Aerial Photo and Plat - Attachments A and B). The site plan shows a retirement (see Site Plan - Attachments C). The landscape plan meets the requirement for tree count. 64 conifer trees for the western boundary are required per an agreement previously reached with another developer that also is binding on the current developer (see Landscape Plan - Attachment D). The elevations show the structure as it appears from different angles (see Elevations - Attachment E). The number of parking spaces provided for the Retirement Residence and Convalescent Services meet ordinance requirements.

Land Use

The land use designation for the site is Urban Medium Intensity. The property is zoned Urban Medium Intensity District. A Retirement Residence and Convalescent Services is a permitted use in this district.

Utilities

Utilities are available along Devils Glen Road. Water will come from the east from Devils Glen Road. Sanitary sewer will come from the south. It is the developer's responsibility to provide all utility connections to the site. Electrical power is currently located along Devils Glen Road.

Thoroughfare Plan/Access

Access to the site is from Devils Glen Road to Glenbrook Circle North and then go south and west into Glenbrook Circle South (private drive).

Storm Water Detention

Storm water detention will be required to be approved by the City Engineer. A proposed storm water detention basin is set for the southeast corner of the development.

Recommended Action

Staff recommends approval of the site development plan subject to the following conditions:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. City Engineer must approve storm water detention designs prior to City Council approval of the site development plan.
3. Provide only the 64 conifers to west boundary of the site as per pre-approved tree count part of a prior development agreement. One tree to be planted every 14 feet.
4. Call out all easements on the site plan .
5. An agreement not to sever is required to match the lots occupied by the site.
6. Fire lane distance from the building shall be approved by the Peoria Fire Department prior to the consideration by City Council.
7. Certificate of Elevation is required prior to the issuance of a Certificate of Occupancy.
8. Show all roof drain direction.

Respectfully submitted,

Greg Beck
City Planner

February 28, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 3150 Glenbrook Circle South, submitted by Nelson Construction & Development/Jacob Wolfgang. (Case 19-100)

Honorable Mayor and Members of the City Council:

On December 18, 2019, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

5. Case 19-100; 3150 Glenbrook Circle South, submitted by Nelson Construction and Development/Jacob Wolfgang.

Beck reviewed the staff report.

Soenksen commented that many modifications addressing neighborhood concerns have been incorporated into the site plan including berming, landscaping, and scaling of the building.

Wennlund commented that the elevation submitted by the engineer is very helpful. Kappeler concurred, adding that the time spent in reconfiguration of the site was well spent.

> On motion by Ormsby, seconded by Rafferty, that the site development plan for 3150 Glenbrook Circle South be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 2/3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving the Final Planned Unit Development Plan (PUD Plan) for 610 Holmes Street (Thomas Jefferson Addition), submitted by Applestone Homes, Inc./JJ Condon. (Case 20-007)

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

The site includes the entire former Jefferson School site at 610 Holmes Street (see Attachment A – Location Map). The Bettendorf Planning and Zoning Commission and the City Council reviewed and approved the Preliminary PUD Plan for Thomas Jefferson Addition (see Attachment B - Preliminary PUD Plan). The applicant is now submitting the Final PUD Plan for consideration (see Final PUD Plan - Attachment C). The final plan nearly mirrors the approved preliminary PUD plan including:

- A reduction of the number of lots to 20.
- The addition of an east-west alley parallel to Holmes Street.
- The addition of Outlot A for storm water quality.
- Observing a minimum of 50-foot wide lots.
- An agreement to prohibit any variance requests for all lots involved if the plan is approved.

Staff review of the Final PUD Plan revealed minor changes from the preliminary plan including:

- Moving the sanitary sewer easement from the west side of Lot 13 to the west side of Lot 11.
- Adding a storm sewer easement to the west side of Lot 10.

Enhances the Vision: "The City of Bettendorf is the most livable community for families" is reflected in the increased availability of lots for single-family infill housing.

The Planning and Zoning Commission made a recommendation for approval of the final plan by a 6-0 margin at their February 19 meeting.

Consult the Planning and Zoning Commission staff report for further details.

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

N/A

List Attachments:

Resolution; Exhibit A; (A) Aerial Photo; (B) Preliminary PUD Plan; (C) Final PUD Plan (D) Grading Plan (E) Elevations; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 20

RESOLUTION APPROVING THE FINAL PLANNED UNIT DEVELOPMENT PLAN FOR 610 HOLMES STREET (THOMAS JEFFERSON ADDITION)

WHEREAS, Applestone Homes, Inc./JJ Condon has submitted the Final Planned Unit Development Plan (PUD) for 610 Holmes Street (Thomas Jefferson Addition), and

WHEREAS, the Planning and Zoning Commission has reviewed said Final PUD Plan and recommended approval of it subject to the conditions presented below, and

WHEREAS, the City Council concurs with the Planning and Zoning Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the Final PUD Plan for 610 Holmes Street (Thomas Jefferson Addition) subject to the following conditions:

1. This approval does not waive any other applicable State, Federal, or Local provisions as required by law.
2. Storm water calculations must be approved by the City Engineer prior to the issuance of building permits.
3. The City shall prohibit any variance requests for all lots located within the subdivision.
4. Like a final plat, all required documents must be recorded at the Scott County Recorder's Office prior to any construction activities or the issuance of building permits.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P . Ploehn, City Clerk

EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th PRINCIPAL MERIDIAN, CITY OF BETENDORF, COUNTY OF SCOTT, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Lot 5 of Watkins Subdivision, said point being on the East line of the Southwest Quarter of said section 29;
Thence South 01° 33' 08" East along East line of said Lot 5, a distance of 437.38 feet to the North right of way line of Holmes Street as currently configured;
Thence South 88° 13' 19" West along said North right of way line, a distance of 246.98 feet;
Thence South 76° 16' 12" West along said North right of way line, a distance of 121.60 feet;
Thence North 68° 07' 24" West along said North right of way line, a distance of 35.43 feet;
Thence South 89° 01' 13" West along said North right of way line, a distance of 20.12 feet;
Thence North 01° 19' 31" West, a distance of 432.58 feet;
Thence South 88° 19' 07" West, a distance of 432.58 feet to the East right of way line of 6th Street;
Thence North 01° 34' 01" West along said East right of way line, a distance of 16.07 feet;
Thence North 88° 25' 59" East, a distance of 543.36 feet to the Point of Beginning. Containing 4.297 acres, more or less.

Attachment - A
MISSISSIPPI BLVD
MISSISSIPPI BLVD
6TH ST
ALLEY
SITE
JONES ST
ALLEY
HOLMES ST
HOLMES ST
ALLEY
BROWN ST
BROWN ST

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN

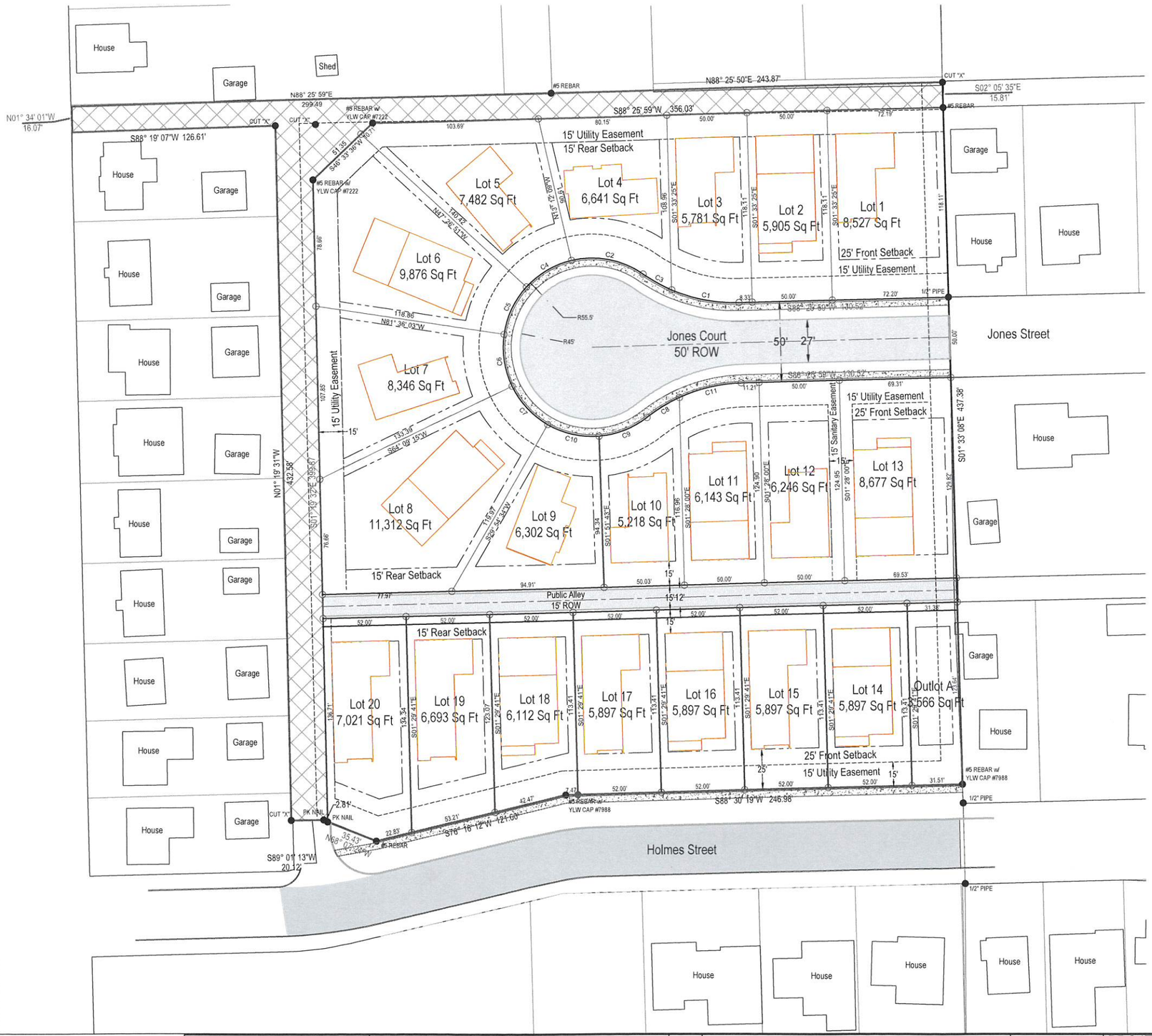
THOMAS JEFFERSON ADDITION

TO THE CITY OF BETTENDORF, IA

IOWA ONE CALL 800/292-8989 Call 2 Working Days BEFORE YOU DIG

N
W E
S

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1" = 30' (24x36)



NOTES:

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ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

THE CITY SHALL PROHIBIT ANY VARIANCE REQUESTS FOR ALL LOTS LOCATED WITHIN THE PROPOSED SUBDIVISION.

SUBDIVISION SHALL BE EXEMPT FROM STORM WATER DETENTION REQUIREMENTS. STORM WATER QUALITY SHALL BE ACCOMMODATED BIO-SWALE LOCATED IN OUTLOT A. OUTLOT A SHALL BE DEDICATED FOR STORM WATER QUALITY AND BUTTERFLY GARDEN AMENITIES.

ALLEY DEDICATED TO THE CITY OF BETTENDORF PER DOCUMENT 2019-11372. = 0.438 ACRES ±

LEGEND:

EASEMENT	EXISTING GAS VALVE	EXISTING CONTOUR LINE
SETBACK LINE	EXISTING WATER VALVE	PROPOSED CONTOUR LINE
CENTERLINE	EXISTING UTILITY POLE	715.00 TC SPOT ELEVATION TOP OF CURB
PROPERTY BOUNDARY	EXISTING LIGHT POLE	715.00 FL SPOT ELEVATION FL @ GUTTER
EXISTING FENCE	EXISTING TREE	715.00 TW SPOT ELEVATION SIDEWALK
EXISTING SANITARY	EXISTING BUSH	715.00 FF FINISHED FLOOR ELEVATION
PROPOSED SANITARY	EXISTING MANHOLE	
EXISTING STORM SEWER	EXISTING FIRE HYDRANT	
PROPOSED STORM SEWER	FOUND PROPERTY PIN	
EXISTING WATER	CONTROL POINT	
PROPOSED WATER		
EXISTING GAS LINE		
EXISTING ELECTRC		

Curve Table

Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	43.00'	99.50'	024°45'35"	43.00'	S79° 11' 13"E
C2	46.69'	55.50'	048°11'47"	46.69'	N79° 06' 16"W
C3	20.49'	99.50'	011°48'04"	20.49'	S60° 54' 24"E
C4	33.17'	55.50'	034°14'41"	33.17'	S59° 40' 30"W
C5	33.08'	55.50'	034°09'13"	33.08'	S25° 28' 33"W
C6	33.17'	55.50'	034°14'41"	33.17'	S08° 43' 24"E
C7	33.17'	55.50'	034°14'41"	33.17'	S42° 58' 06"E
C8	23.63'	99.50'	013°36'25"	23.63'	S58° 40' 33"W
C9	32.61'	55.50'	033°39'58"	32.61'	N68° 42' 20"E
C10	33.29'	55.50'	034°22'15"	33.29'	S77° 16' 34"E
C11	39.86'	99.50'	022°57'14"	39.86'	S76° 57' 22"W

Attachment - B

TOWNSEND ENGINEERING
CIVIL · STRUCTURAL · LAND DEVELOPMENT
2224 East 12th Street, Davenport, IA 52803
563 386.4236 office 386.4231 fax

DATE: 10/8/2019

DRAWN BY: BJB

CHECKED BY: MDR

DRAWING LOCATION S:\APPLESTONE\THOMAS JEFFERSON

NO.	REVISIONS: DESCRIPTION	DATE
1.	added alley between Jones and Holmes, added bioclean manholes	09-27-19
	changed house footprints, changed setbacks in rear to 15 feet	
2.	per city comments dated 10-4-19	10-08-19

PROJECT
PRELIMINARY PUD PLAN
THOMAS JEFFERSON ADDITION
610 HOLMES STREET
BETTENDORF, IA

DEVELOPER
APPLESTONE HOMES, INC.
2300 SPRUCE HILLS DRIVE
BETTENDORF, IOWA 52722

SHEE

FINAL PUD PLAN

THOMAS JEFFERSON ADDITION

TO THE CITY OF BETTENDORF, IA

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

APPROVAL SIGNATURES:

MAYOR DATE:

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

IOWA - AMERICAN WATER COMPANY DATE:

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	43.00'	99.50'	024°45'35"	43.00'	S79° 11' 13"E
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C4	33.17'	55.50'	034°14'41"	33.17'	S59° 40' 30"W
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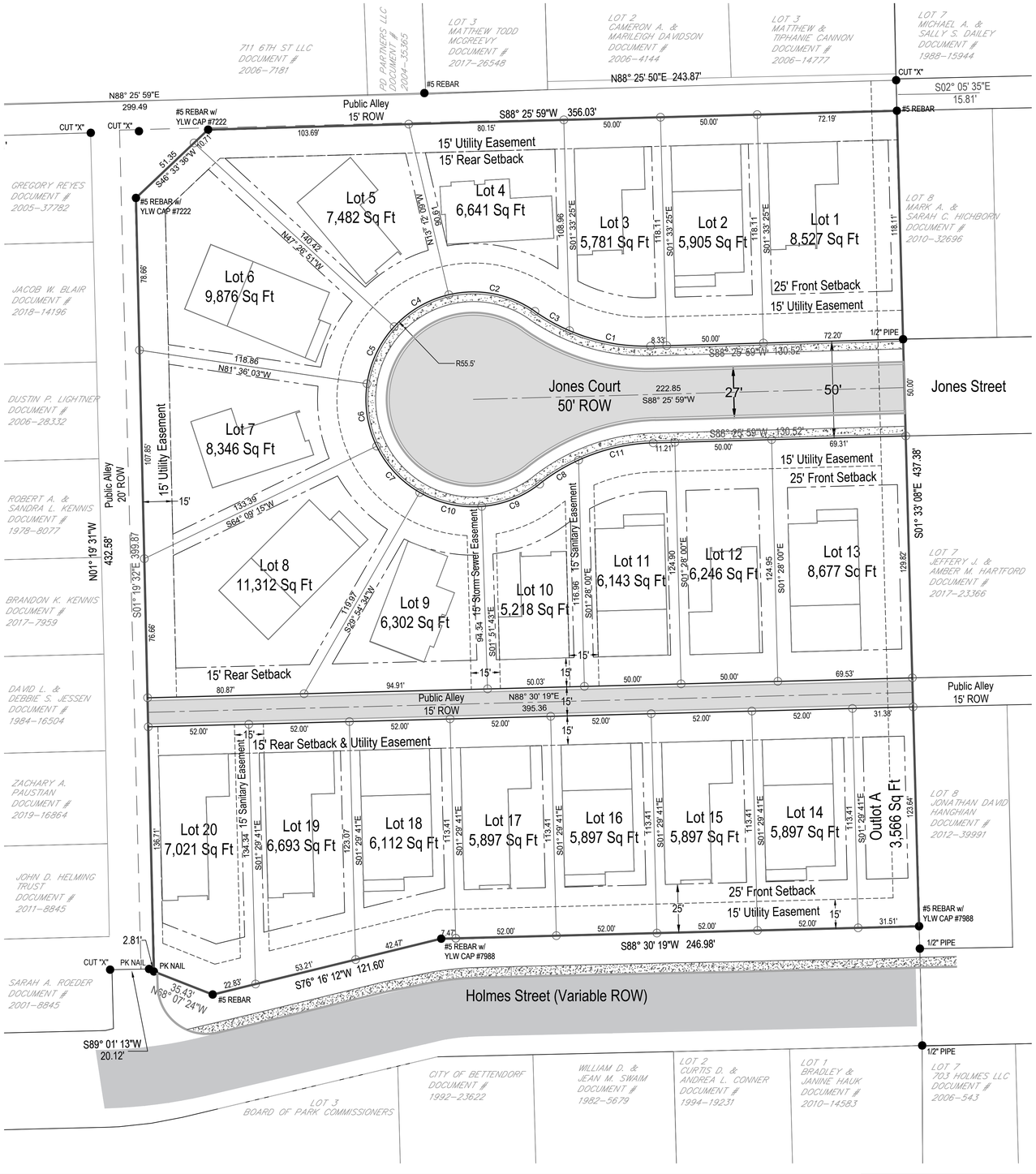

NOTES:

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THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.

"UTILITY EASEMENTS" SHALL ACCOMMODATE GAS, ELECTRIC, WATER, SANITARY SEWER AND COMMUNICATION LINES AS NEEDED.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

NO PORTION OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP #19163C0369G, EFFECTIVE DATE JUNE 9, 2014.

THE SUBDIVISION SHALL BE A PLANNED UNIT DEVELOPMENT. R-2 SINGLE FAMILY RESIDENCE TO PUD PLANNED UNIT DEVELOPMENT (R-2 SINGLE FAMILY RESIDENCE DISTRICT UNDERLYING).

LOTS 1-20 SHALL BE DESIGNATED FOR SINGLE FAMILY USE.

THE CITY SHALL PROHIBIT ANY VARIANCE REQUESTS FOR ALL LOTS LOCATED WITHIN THE PROPOSED SUBDIVISION.

SUBDIVISION SHALL BE EXEMPT FROM STORM WATER DETENTION REQUIREMENTS. STORM WATER QUALITY SHALL BE ACCOMMODATED BIO-SWALE LOCATED IN OUTLOT A. OUTLOT A SHALL BE DEDICATED FOR STORM WATER QUALITY AND PUBLIC AMENITIES.

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LOTS 14 – 20 AND OUTLOT A SHALL NOT HAVE DIRECT VEHICLE OR DRIVEWAY ACCESS TO HOLMES STREET. ANY GARAGES ON LOTS 14 – 20 WILL ONLY BE ACCESSIBLE FROM THE PUBLIC ALLEY LOCATED TO THE NORTH OF THE INVOLVED LOTS.

APPLESTONE HOMES, INC. WILL SERVE AS THE ARCHITECTURAL REVIEW BOARD TO ENSURE CONTINUITY OF THE BUILDING DESIGNS OF ALL HOMES LOCATED WITHIN THIS FINAL PUD PLAN.

Area of Subdivision:

Gross:	3.854 Acres ±
R.O.W.:	0.561 Acres ±
Outlots:	0.082 Acres ±
Lots 1-20:	3.211 Acres ±

PLAT INFORMATION

1. Owner:
   Applestone Homes, Inc.
   2300 Spruce Hills Drive
   Bettendorf, Iowa 52722
2. Engineer:
   Townsend Engineering
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
3. Surveyor:
   Michael D. Richmond
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
4. Attorney:
   TBD

BOUNDARY LEGEND:

DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND
#5 REBAR, UNLESS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE = ———
ROAD CENTER LINE = ——— — ———
EASEMENT LINE = – — – — – — –
SETBACK LINE= —·—·—·—·—
SECTION LINE= —·—·—·—·—

N
W E
S

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1" = 30' (24x36)

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

MICHAEL D. RICHMOND Date
Iowa License Number: 23503
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: 1

IOWA LICENSED LAND SURVEYOR MICHAEL D. RICHMOND 23503

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 2/24/2020

DRAWN BY: BJB

CHECKED BY: MDR

DRAWING LOCATION
S:\APPLESTONE\THOMAS JEFFERSON

NO.	REVISIONS: DESCRIPTION	DATE
1.		

PROJECT
FINAL PLAT
THOMAS JEFFERSON ADDITION
610 HOLMES STREET
BETTENDORF, IA

DEVELOPER
APPLESTONE HOMES, INC.
2300 SPRUCE HILLS DRIVE
BETTENDORF, IOWA 52722

SHEET NO.
1 OF 1

GRADING PLAN

THOMAS JEFFERSON ADDITION

TO THE CITY OF BETTENDORF, IA

IOWA ONE CALL 800/292-8989 Call 2 Working Days BEFORE YOU DIG!

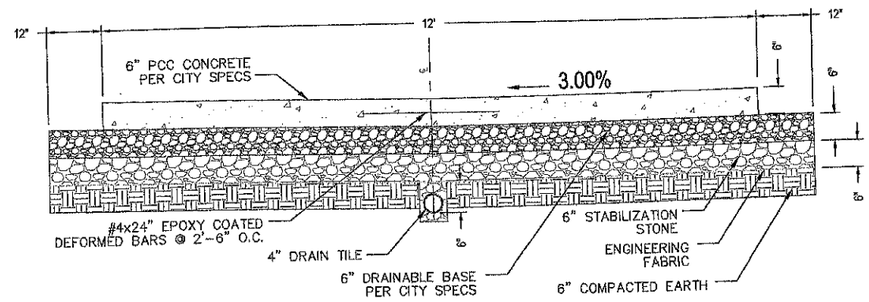
N W E S

GRAPHIC SCALE

30 0 15 30

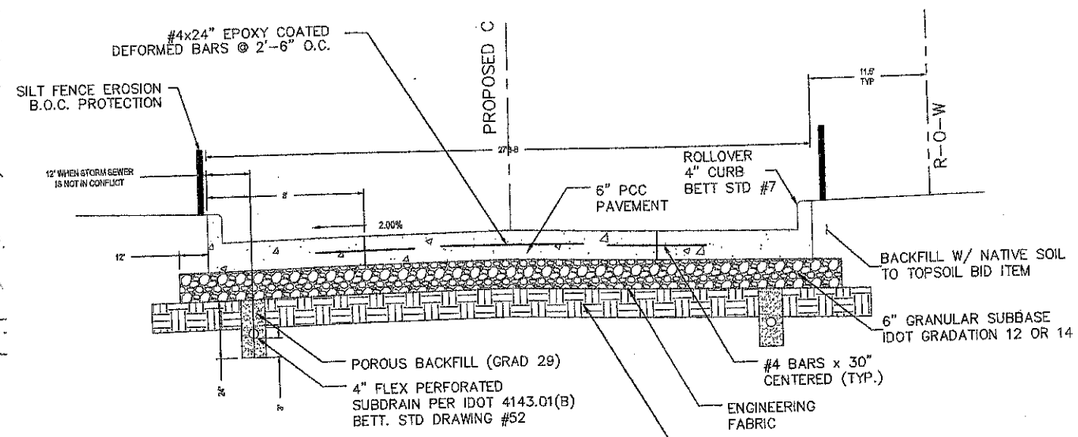
(IN FEET)

1" = 60'



TYPICAL ALLEY PAVEMENT SECTION

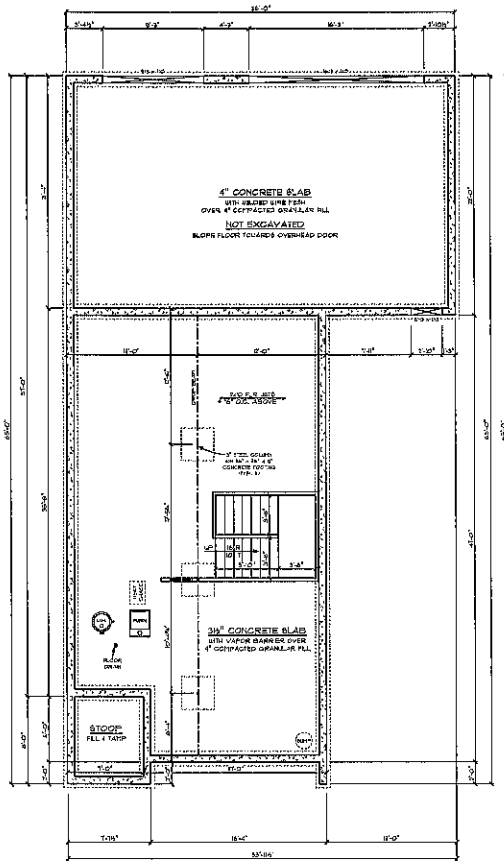
NOT TO SCALE



TYPICAL PAVEMENT SECTION

DEVELOPER

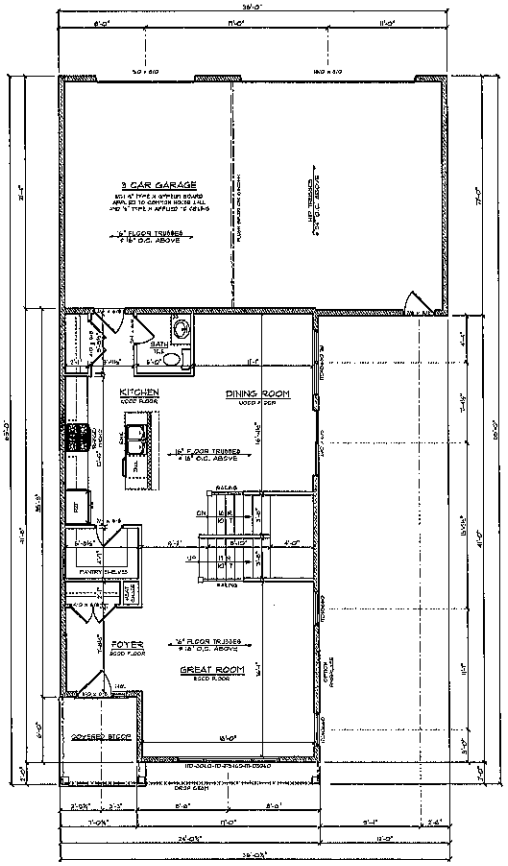
SHEET NO.



FOUNDATION

SCALE: 1/4" = 1'-0"

9' TALL FOUNDATION WALLS

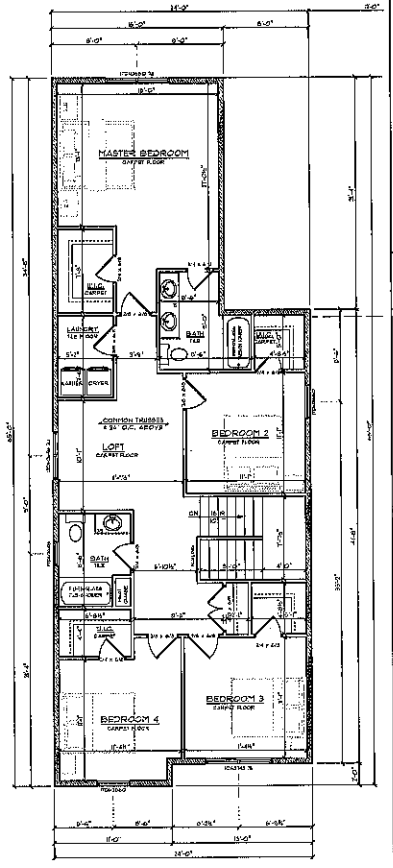


MAIN FLOOR

SCALE: 1/4" = 1'-0"

897 SQUARE FEET

9' TALL 2x6 WALLS



SECOND FLOOR2

SCALE: 1/4" = 1'-0"

1363 SQUARE FEET

8' TALL 2x6 WALLS

SEIFFERT DESIGN SERVICES

THOMAS JEFFERSON

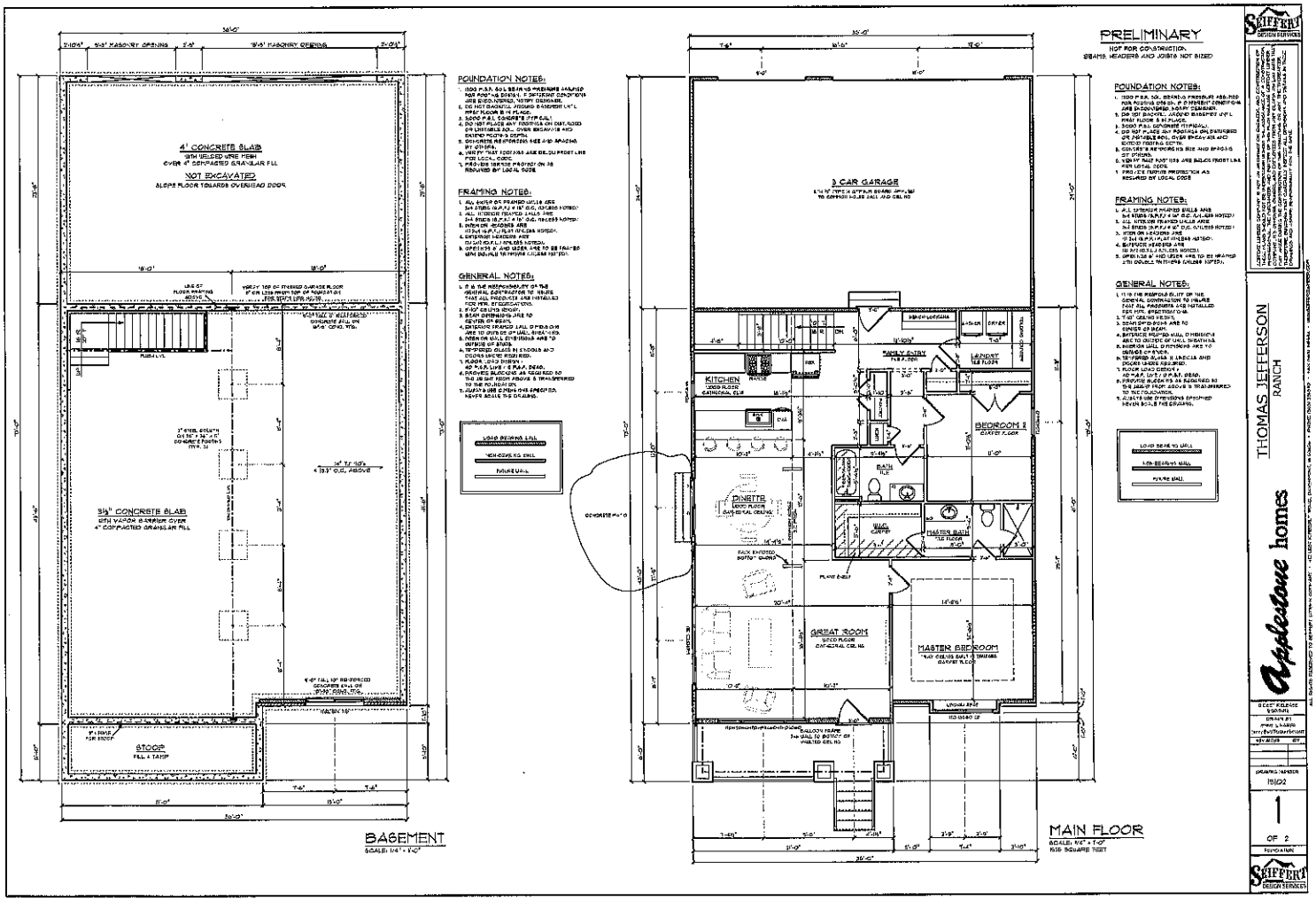
TWO STORY

Applestone homes

SHEET 1 OF 2

FLOOR PLANS

SEIFFERT DESIGN SERVICES



FOUNDATION NOTES:

1. 1500 P.S.F. SOIL BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. IF DIFFERENT CONDITIONS ARE ENCOUNTERED, NOTIFY DESIGNER.
2. DO NOT BACKFILL AGAINST BASEMENT WALL BEFORE FLOOR IS IN PLACE.
3. 3000 P.S.I. CONCRETE STIP CALL.
4. DO NOT PLACE ANY FOOTINGS ON DISTURBED OR UNSTABLE SOIL. OVER EXCAVATE AND EXTEND FOOTING DEPTH.
5. CONCRETE REINFORCING SIZE AND SPACING BY OTHERS.
6. VERIFY THAT FOOTINGS ARE BELOW FROST LINE PER LOCAL CODE.
7. PROVIDE TERMITE PROTECTION AS REQUIRED BY LOCAL CODE

FRAMING NOTES:

1. ALL EXTERIOR FRAMED WALLS ARE 2x6 STUDS @ R/U x 16" O.C. (U.N.O.) NOTED)
2. ALL INTERIOR FRAMED WALLS ARE 2x4 STUDS @ R/U x 16" O.C. (U.N.O.) NOTED)
3. STUDS ON 1 SECOND LINE
4. 2x6 R/U FLOOR JOISTS @ 16" O.C. (U.N.O.) NOTED)
5. SPECIFIED HEADERS ARE TO SUPPORT ALL LOADS ABOVE.

GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE THAT ALL PRODUCTS ARE INSTALLED PER MFR. SPECIFICATIONS.
2. 8'-0" CEILING HEIGHT.
3. BEAM DIMENSIONS ARE TO REFER TO SIZES.
4. EXTERIOR FRAMED WALL DIMENSIONS ARE TO OUTSIDE OF WALL SHEATHING.
5. INTERIOR WALL DIMENSIONS ARE TO FACE OF STUDS.
6. SPECIFIED SIZES & LENGTHS OF DOORS AND/OR WINDOWS.
7. FLOOR LOAD DESIGN:
   40 P.S.F. LIVE + 10 P.S.F. DEAD.
8. PROVIDE BLOCKING AS REQUIRED TO THE DESIGN FROM ABOVE & TRANSFERRED TO THE FOUNDATION.
9. SUPPLY AND EXPANSION SPECIFIED. NEVER SCALE THE DRAWING.

PRELIMINARY

NOT FOR CONSTRUCTION.
BEAMS, HEADERS AND JOISTS NOT SIZED

FOUNDATION NOTES:

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BASEMENT

SCALE: 1/4" = 1'-0"

MAIN FLOOR

SCALE: 1/4" = 1'-0"
1518 SQUARE FEET

SKIFFERT DESIGN SERVICES
ALL IDEAS DESIGNED BY SKIFFERT DESIGN SERVICES - ALL RIGHTS RESERVED - COPYRIGHT 2004

THOMAS JEFFERSON
RANCH

Applestone homes

SCOTT KOLECKI
9/20/04
DRAWN BY
mark L HAAS
Terry/Bethany/Wright
REVISIONS BY

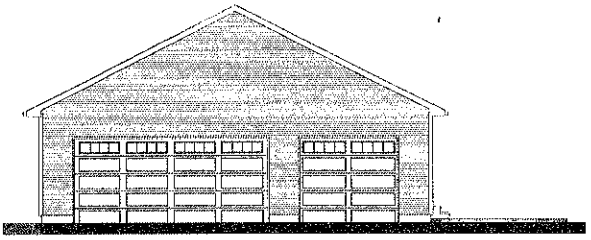
DRAWING NUMBER
19502

1

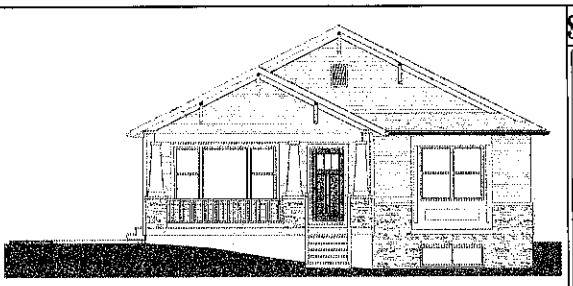
OF 2

FOUNDATION

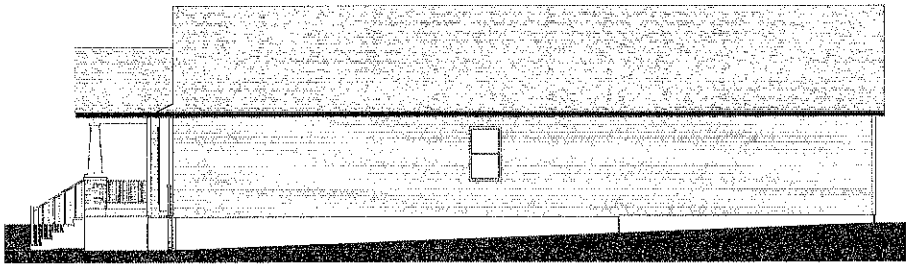
SKIFFERT DESIGN SERVICES



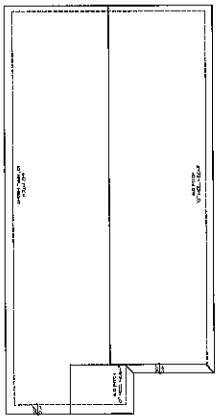
REAR ELEVATION
SCALE: 1/4" = 1'-0"



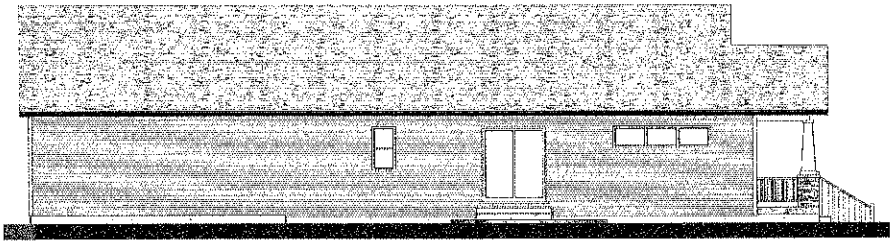
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE = 1/8" = 1'-0"
TRUSS NOTES:
1. PITCH AND HEEL HEIGHTS PER PLAN
2. 12" OVERHANG
3. 12" RAKE



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

SEIFFERT DESIGN SERVICES

THOMAS JEFFERSON
RANCH

Appletree homes

DRAWING NUMBER
19102

2
OF 2

ELEVATIONS

SEIFFERT DESIGN SERVICES

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4100

February 19, 2020

Staff Report

Case No. 20-007
Subdivision Name: Thomas Jefferson Addition – Final PUD Plan
Location: 610 Holmes Street
Applicant: Applestone Homes/J.J. Condon

Background Information and Facts

The site includes the entirety of the former Jefferson School site at 610 Holmes Street (see Attachment A – Location Map). The Bettendorf Planning and Zoning Commission and the City Council reviewed and approved the Preliminary PUD Plan for Thomas Jefferson Addition (see Attachment B - Preliminary PUD Plan). The applicant is now submitting the Final PUD Plan for consideration (see Final PUD Plan - Attachment C). The final plan nearly mirrors the approved preliminary PUD plan including:

- A reduction of the number of lots to 20.
- The addition of an east-west alley parallel to Holmes Street.
- The addition of Outlot A for storm water quality.
- Observing a minimum of 50-foot wide lots.
- An agreement to not seek any variances for the lots involved if the plan is approved.

Staff review of the Final PUD Plan revealed minor changes from the preliminary plan including:

- Moving the sanitary sewer easement from the west side of Lot 13 to the west side of Lot 11.
- Adding a storm sewer easement to the west side of Lot 10.

Recommended Action

The minor changes to the approved preliminary plan represent plan enhancements and do not change the overall intent of the approved preliminary PUD plan; therefore, staff recommends the Planning and Zoning Commission support the approval of the Final PUD Plan of Thomas Jefferson Addition with the following conditions:

1. Add a plan note stating: All lots adjacent to Holmes Street shall have rear load garages with vehicle access only from the alley to the north of Lots 14-20. These lots shall not have direct vehicle access to Holmes Street.
2. Add a plan note stating: Applestone Homes, Inc. will serve as the Architectural Review Board to ensure continuity of the building designs of all homes located within this Final PUD Plan." The architectural features, designs, and potential floor plans are shown on Attachments D-I.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on a final PUD Plan for 610 Holmes Street (Thomas Jefferson Addition), submitted Applestone Homes, Inc./JJ Condon. (Case 20-007)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final PUD plan request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

12. Case 20-007; 610 Holmes Street (Thomas Jefferson Addition), submitted by Applestone Homes, Inc./JJ Condon.

Beck reviewed the staff report.

Wennlund asked which lots would not have garages off the alley. Soenksen stated that Lots 14-20 would not have access to Holmes Street. He added that staff anticipates others will also have garage access to the alley, but that it is unknown how many because future homeowners will choose the configuration of their home. Wennlund asked if there would be adequate space for drivers to maneuver if the lots on the south side of the cul-de-sac have garage access to the alley. Soenksen commented that this situation is common in the original area of the town. Wennlund stated that the benefit of having only one builder would be that he can try to ameliorate this type of issue. Soenksen stated that the applicant will have architectural control of the subdivision.

Jerry Sechser, First Ward Alderman, suggested that the developer maintain the sidewalk and the existing bus lane along Holmes Street during construction. He commented that during a potential flood event, Sixth Street is typically closed and traffic is redirected to Holmes Street. He explained that the bus lane would allow the developer space to park construction vehicles without using on street parking spaces which would narrow the travel portion of the street. Morlok commented that he would work with the developer to implement Sechser's suggestions.

Scott Tunnicliff, 718 Holmes Street, expressed his appreciation for the developer's acceding to extending the alley which will enable recycling and garbage trucks to continue on rather than having to turn around and come back out the existing alley. He stated that the heavy traffic from city vehicles has had a deleterious effect on the condition of the alley.

Morlok commented that the city will be reconstructing the alley to the east as part of the alley rehab program this year. He added that because of the conflict with an existing 48-inch pipe, the sanitary sewer will not be connected to the east. He explained that the sewer main will still be replaced, but the sewer for the proposed subdivision will connect at Sixth Street instead. He stated that he anticipates that once the cul-de-sac is constructed, Jones Street will be placed on the city's street resurfacing program in the next year or two.

Amy McClure-Swearingen, 16 Riverview Park Drive, stated that she is part of a group attempting to disseminate information to concerned residents about the proposed development. She indicated that some of the residents have asked for clarification about what kind of amenity would be added to the development and others have expressed concern about the lack of communication from Applestone Homes thus far. She suggested that it would be helpful if the applicant would provide the adjacent homeowners with information regarding the schedule for demolition as some have expressed concern about the safety of the children in the neighborhood who still use the playground equipment. Wennlund suggested that the engineer could pass the message along to the developer regarding communication with the residents. McClure-Swearingen commented that it would be nice if the developer contacted those adjacent residents directly.

Wennlund asked if a demolition permit is required. Soenksen confirmed this, adding that equipment is usually staged on the site considerably before the demolition and that it cannot take place until all of the utilities have been disconnected. He stated that it becomes very obvious at that point that demolition is imminent. Morlok added that there will be a safety fence surrounding the entire property.

Ormsby asked if McClure-Swearingen thinks that a mailer should be sent out to everyone within a 5-mile radius. McClure-Swearingen stated that she believes that the developer should communicate with someone like herself, send letters to nearby residents detailing the timeline for the project, and deliver flyers to the homeowners who are directly affected as did the Police Department when their Emergency Response Unit used the school for a training exercise. Wennlund stated that those are good suggestions which can be communicated to the applicant.

Mike Richmond, the applicant's engineer, stated that the site will be fenced off, adding that he would be willing to facilitate communication to the neighbors. He questioned whether he should do that independently or go through the city. Morlok stated that it should be handled independently.

Ormsby asked if the playground equipment currently on the site would be moved or reused. Morlok explained that it would be removed but not reused as it is in poor condition.

Kappeler asked if any enhancements would be added to the project. Curran explained that the ordinance does not require an amenity for a PUD. Soenksen stated that the original plan for the development showed driveways along Holmes Street for those lots rather than alley access. He indicated that the tradeoff to eliminate those driveways was to extend the alley and have rear yard garages. He stated that he considers this to be an amenity. Wennlund commented that it appears as though the butterfly garden than had been discussed would not be a part of the final plat. McClure-Swearingen stated that this is an example of the type of detail that should have been communicated by the developer. Wennlund commented than an alley will likely be more beneficial to the residents rather than the butterfly garden. McClure-Swearingen concurred, reiterating that it would have been helpful to have than information which could then be given to the residents.

> On motion by Adam, seconded by Kappeler, that the final PUD plan for 610 Holmes Street be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving the final plat of Brickstone Addition (replat of Lots 7-12 Block 4, Town of Bettendorf First Addition), submitted by City of Bettendorf. (Case 20-002)

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

The City of Bettendorf has submitted the final plat of Brickstone Addition which is a replat of Lots 7 - 12, Block 4, Bettendorf Improvement Company First Addition (see Aerial Photo - Attachment A). The City would like to replat the southern half of the city block between 17th and 18th Streets and Grant and Brown Streets (see Sewer Map and Replat - Attachments B and C).

Enhances the Vision: the parcel being replatted will permit a design to configure the site for a new development, thereby promoting "a growing competitive business environment" in the City of Bettendorf.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at its February 19 meeting.

Consult the Planning and Zoning Commission staff report for further details.

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

N/A

List Attachments:

Resolution; (A) Aerial Photo; (B) Sewer Map; (C) Final Plat; (D); Staff report to the Planning and Zoning Commission; (E) Planning and Zoning Commission report to the Mayor and City Council; (F) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 20

RESOLUTION APPROVING THE FINAL PLAT OF
BRICKSTONE ADDITION
REPLAT OF LOTS 7-12, BLOCK 4, TOWN OF BETTENDORF FIRST ADDITION

WHEREAS, the City of Bettendorf has submitted the final plat of Brickstone Addition (replat of Lots 7-12 of Block 4, Town of Bettendorf First Addition), and

WHEREAS, the Planning and Zoning Commission has reviewed said final plat and recommended approval of it subject to the condition presented below, and

WHEREAS, the City Council concurs with the Planning and Zoning Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Brickstone Addition subject to the following condition:

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.

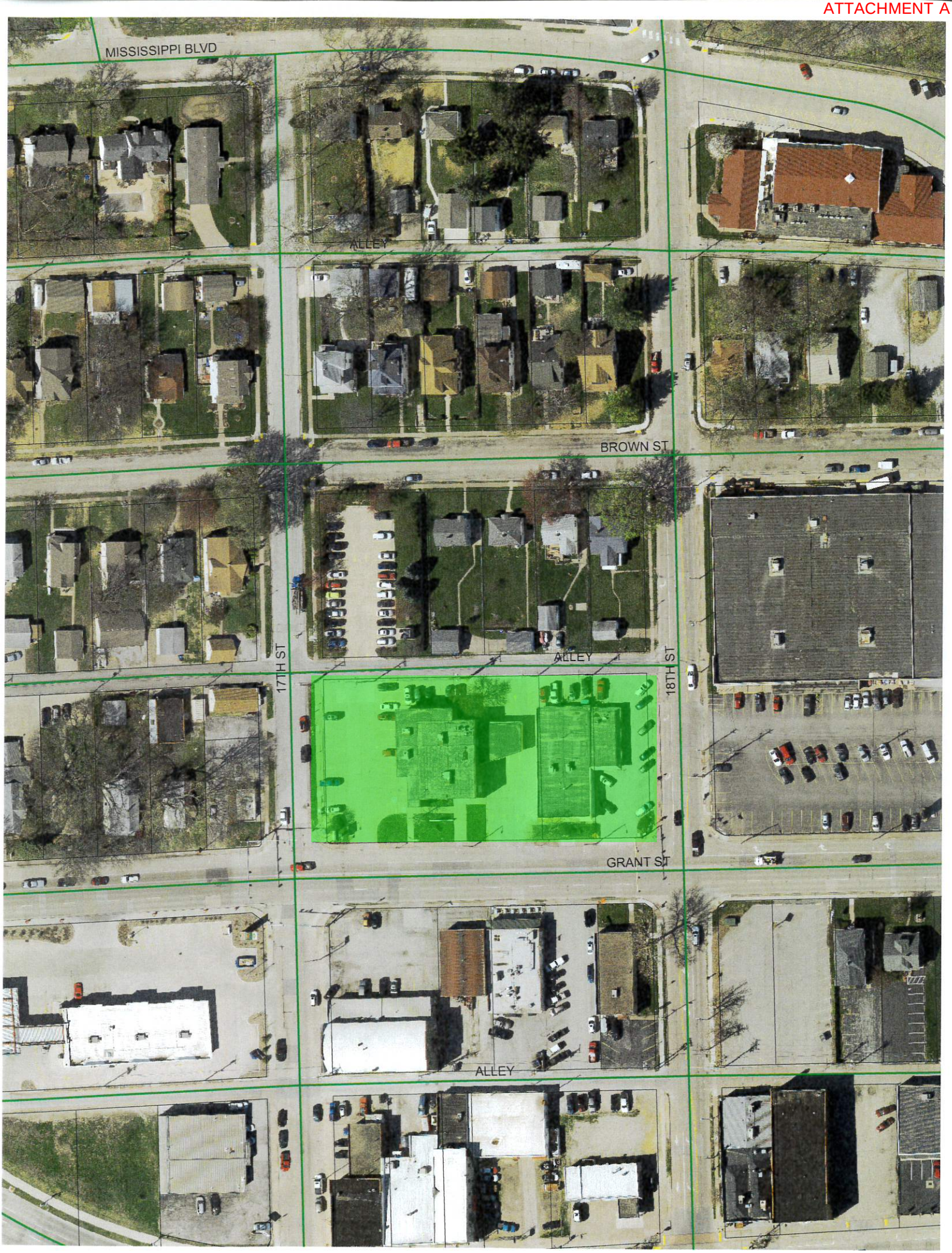
PASSED, APPROVED, AND ADOPTED THIS 3rd day of March.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ATTACHMENT A



ATTACHMENT B

ATTACHMENT C

JAN 07 2019

FINAL PLAT OF BRICKSTONE ADDITION

TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 28 TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M. AND BEING A REPLAT OF PART OF LOTS 7 AND 12 AND ALL OF LOTS 8, 9, 10 AND 11 OF BLOCK 4 OF THE FIRST ADDITION OF THE BETTENDORF IMPROVEMENT COMPANY

(SCALE: 1" = 40')

OWNER - DEVELOPER

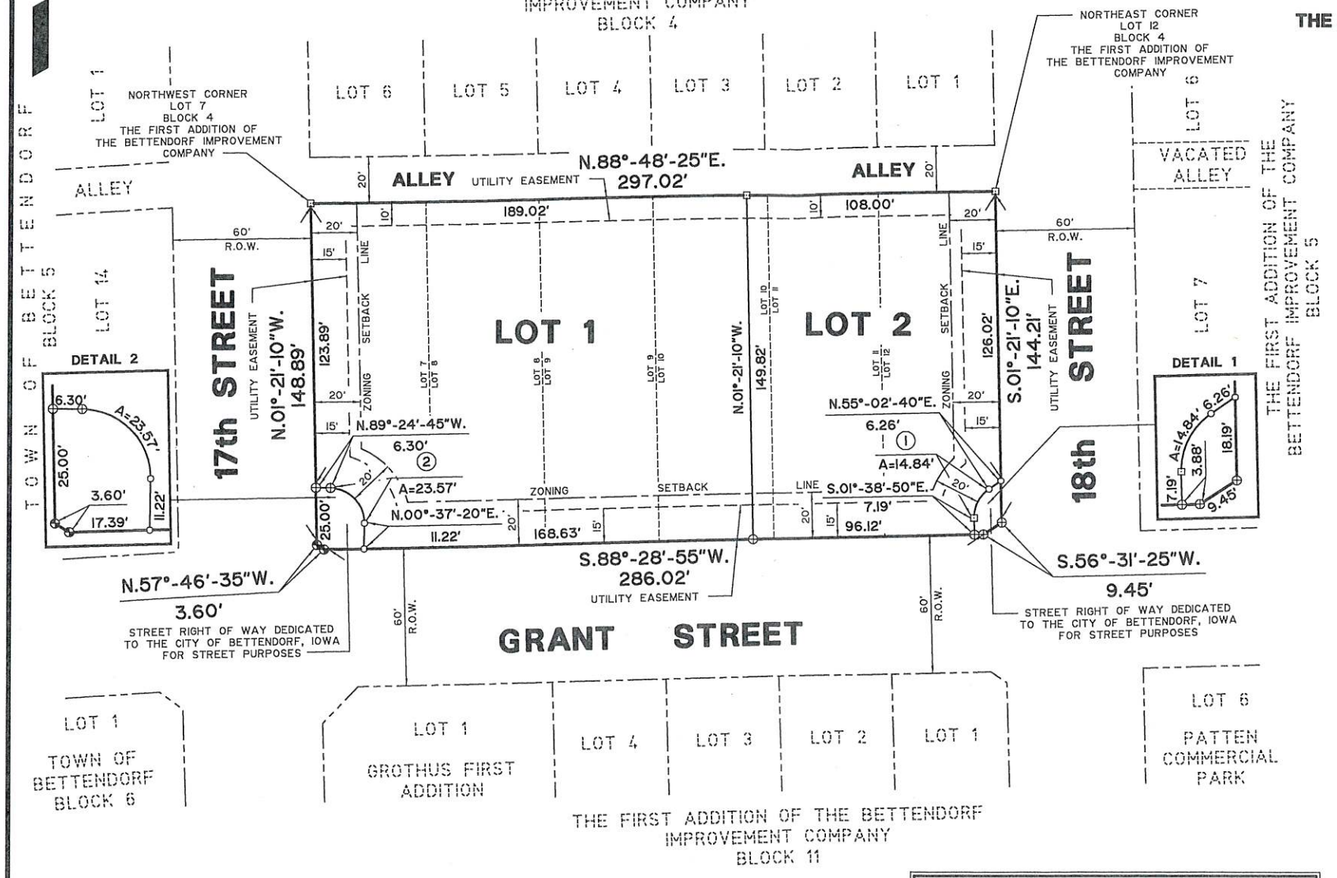
THE CITY OF BETTENDORF, IOWA

1609 STATE STREET

BETTENDORF, IOWA 52722

CURVE NUMBER	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT
1	15.00'	56°-41-30"	14.84'	14.24'	N.26°-41'-55"E.	8.09'
2	15.00'	90°-02'-05"	23.57'	21.22'	N.44°-23'-40"W.	15.01'

LOT AREAS			
NO.	SQUARE FEET	NO.	SQUARE FEET
1	27,915	2	15,930



GENERAL NOTES

CUT "+" FOUND SHOWN THUS

CUT "+" SET SHOWN THUS

P.K. NAIL SET SHOWN THUS

IRON MONUMENTS FOUND SHOWN THUS (5/8"ϕ IRON PIN).

IRON MONUMENTS SET SHOWN THUS (5/8"ϕ IRON PIN).

ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 1.02 ACRES, MORE OR LESS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLES, GAS SERVICE, WATER SERVICE, SEWER LATERAL, TELEPHONE SERVICE AND CABLE T.V. SERVICE TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.

BEARINGS SHOWN HEREON ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.

SUBDIVISION IS ZONED C-2 (COMMUNITY COMMERCIAL DISTRICT).

ALL STREET RIGHT OF WAYS ARE DEDICATED TO THE CITY OF BETTENDORF, IOWA, FOR STREET PURPOSES.

ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

MEDIACOM

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

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

Signature:

David L. Meyer, P.E. & L.S., License Number 7222

Date: DECEMBER 23, 2019

My license renewal date is December 31, 2020

THIS SHEET ONLY

Pages or sheets covered by this seal:

DAVID L. MEYER LICENSED 7222 IOWA PROF. ENGR. & LAND SURVEYOR

CITY OF BETTENDORF, IOWA

BY

ATTEST

DATE

PLAN & ZONE COMMISSION

BY

DATE

MIDAMERICAN ENERGY COMPANY

BY

DATE

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN ENERGY COMPANY

CENTURYLINK

BY

DATE

PREPARED BY

VERBEKE - MEYER CONSULTING ENGINEERS, P.C.

4111 EAST 60th STREET

DAVENPORT, IOWA 52807

PHONE NUMBER: (563) 359 - 1348

VMCE 19308

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4100

February 19, 2020

Staff Report

Case No. 20-002

Subdivision Name: Brickstone Addition – Replat
Location: 1710, 1730, and 1738 Grant Street
Applicant: City of Bettendorf
Current Zoning Classification: C-2, Community Commercial District
Current Land Use Designation: Urban High Intensity

Background Information and Facts

The City of Bettendorf has submitted the final plat of Brickstone Addition which is a replat of Lots 7 - 12, Block 4, Bettendorf Improvement Company First Addition (1710, 1730, and 1738 Grant Street) (see Aerial Photo - Attachment A). The City would like to replat the southern half of the city block between 17th and 18th Streets and Grant and Brown Streets (see Sewer Map and Replat - Attachments B and C).

Land Use/Zoning

The land use designation is Urban High Intensity, and the replatted area is zoned C-2 Community Commercial District.

Utilities

Connections to the city's sanitary sewer and storm system are available. Water is available from Grant Street. Multiple utilities are available to the site. Electrical service is located on the north side of the proposed subdivision.

Staff Recommendation

Staff recommends approval of the replat subject to the following condition:

1. Approval does not waive any other State, Federal, or Local government provisions as required by law.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on the final plat of Brickstone Addition, submitted by City of Bettendorf. (Case 20-002)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

Final Plat

9. Case 20-002; Brickstone Addition (replat), submitted by City of Bettendorf.

Beck reviewed the staff report.

Soenksen commented that Lot 1 would be the location of a commercial development and that Lot 2 would be a public parking lot. Morlok explained that since the city owns both lots, the existing buildings on Lot 2 would be demolished and that approximately 35 parking spaces would be added along with greenspace and new lighting. He added that another parking lot will be built west of 15th Street which would have 75-80 parking spaces. Wennlund commented that the addition of parking spaces will likely attract people to the downtown.

> On motion by Stoltenberg, seconded by Gannaway, that the final plat of Brickstone Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 2/3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving a site development plan for property located north of 6100 Forest Grove Drive, submitted by Scott Emergency Communication Center (SECC). (Case 20-003)

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

SECC is in the process of upgrading all of the emergency communications equipment for the emergency service agencies within Scott County. As part of the upgrade process, new communications towers must be erected at strategic locations throughout the county. SECC solicited a contractor to complete an engineering study to identify proposed locations, and a site in the area of Forest Grove Park was chosen. SECC is proposing to locate a radio communications tower north of the new Forest Grove Elementary School (see Attachment A – Location Map). Table 11-4-5C of the Zoning Ordinance identifies a communications tower as an allowed special use in an A-1 Zoning District. The Board of Adjustment approved a special use permit at their January 9, 2020 meeting.

The proposed site for the tower will be approximately 450 feet north of the northernmost portion of the new Forest Grove Elementary School and approximately 240 feet north of the school property line. The tower and related equipment will be located on an 11.79 acre parcel of land (parcel #8401190021) and be contained in a 4,900 square foot compound secured by a chain link fence (see Attachment B – Compound Outline).The equipment compound will be configured as shown in the site design layout (see Attachment C). The self-supporting triangular-shaped tower will be 260feet tall (see Attachment D – Tower Design). The site plan for the tower was reviewed at staff level at the Development Review Committee, and the plan meets code requirements (see Attachment E – Site Plan). Parking is in excess of what is needed for the routine operation and maintenance of the facility. Neither the Pleasant Valley Community School District nor the Bettendorf Parks Department have any issues with the request. The tower enclosure will be secured by a fence. This request will not interfere with the use of the school or the development plan for the park.

Enhances the Vision: The addition of another telecommunications facility will help with dispatching of emergency personnel making, "The City of Bettendorf the most livable community for families".

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 6-0 margin at its February 19 meeting.

Consult the Planning and Zoning Commission staff report for further details.

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

List Attachments:
Resolution; Exhibit A: (A) Location Map; (B) Compound Outline; (C) Site layout; (D) Tower Design; (E) Site plan; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____- 20

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
PROPERTY LOCATED NORTH OF 6100 FOREST GROVE DRIVE

WHEREAS, Bettendorf Community School District has submitted a site development plan for property generally located north of 6100 Forest Grove Drive and legally described as shown in Exhibit A, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to conditions presented below, and

WHEREAS, the City Council concurs with the Planning and Zoning Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for property located north of 6100 Forest Grove Drive and described in Exhibit A be approved subject to the following condition:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.

PASSED, APPROVED, AND ADOPTED THIS 3rd day March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

EXHIBIT A
LEASE AREA

A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section One (1), Township Seventy-Eight (78) North, Range Four (4) East of the Fifth (5th) Principal Meridian, Scott County, Iowa containing 22,500 square feet (0.517 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 1; thence N87°-13'-52"E 1807.48 feet along the South line of the NW1/4 of said Section 1; thence N02°-46'-08"W 982.35 feet to the point of beginning; thence S87°-08'-54"W 150.00 feet; thence N02°-51'-06"W 150.00 feet; thence N87°-08'-54"E 150.00 feet; thence S02°-51-06"E 150.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

30' WIDE ACCESS & UTILITY EASEMENT

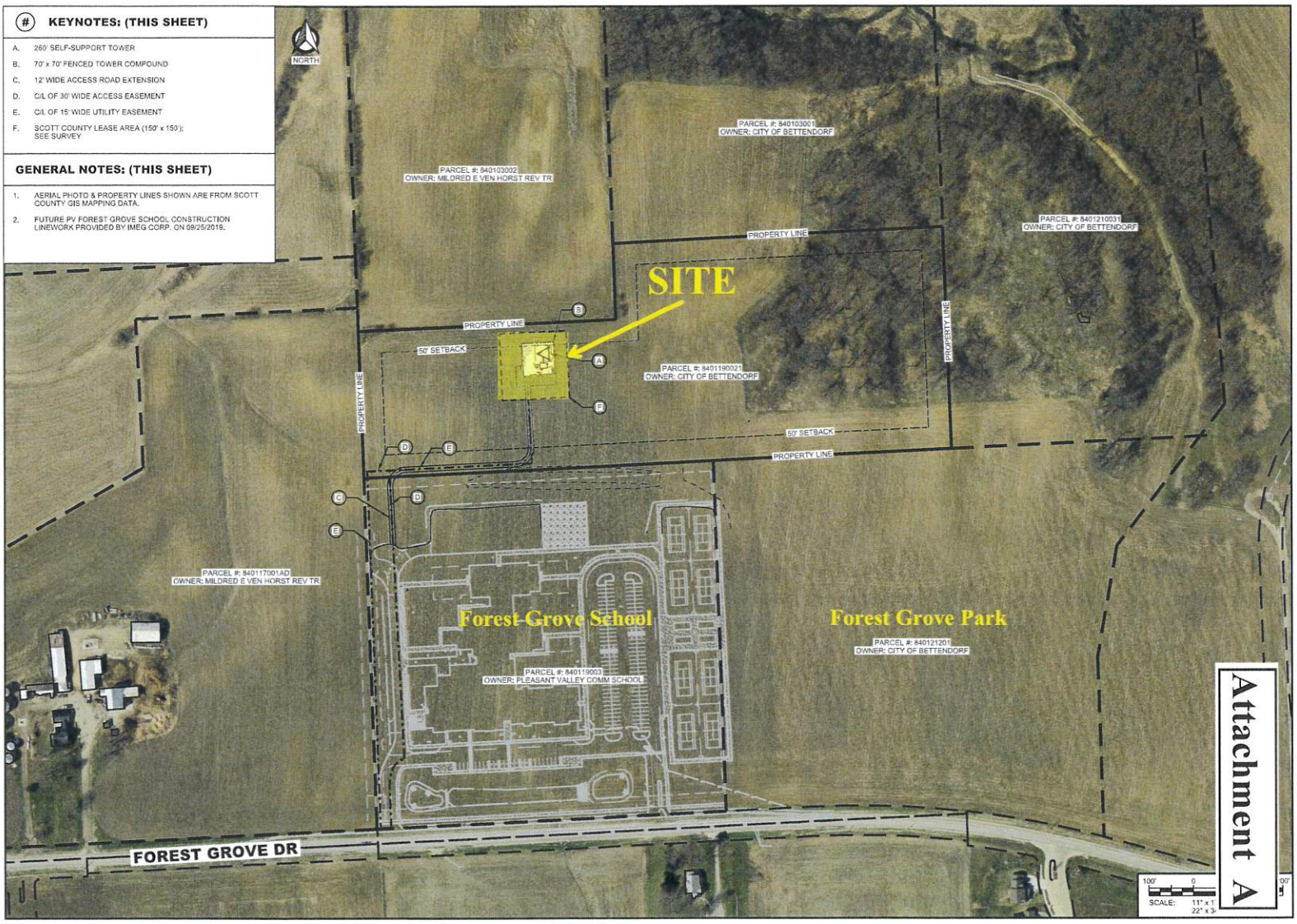
A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section One (1), Township Seventy-Eight (78) North, Range Four (4) East of the Fifth (5th) Principal Meridian, Scott County, Iowa containing 38,238 square feet (0.878 acres) of land and being Fifteen (15) feet each side of and parallel to the following described centerline:

Commencing at the West Quarter Corner of said Section 1; thence N87°-13'-52"E 1807.48 feet along the South line of the NW1/4 of said Section 1; thence N02°-46'-08"W 982.35 feet; thence S87°-08'-54"W 92.00 feet to the point of beginning; thence S02°-51'-06"E 144.00 feet; thence S87°-08'-54"W 319.87 feet; thence S02°-02'-09"E 641.72 feet; thence S30°-00'-00"W 49.02 feet; thence S02°-02'-09"E 120.00 feet to the Northerly right of way line of Forest Grove Drive and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said Northerly right of way line of Forest Grove Drive; subject to any and all easements and restrictions of record.

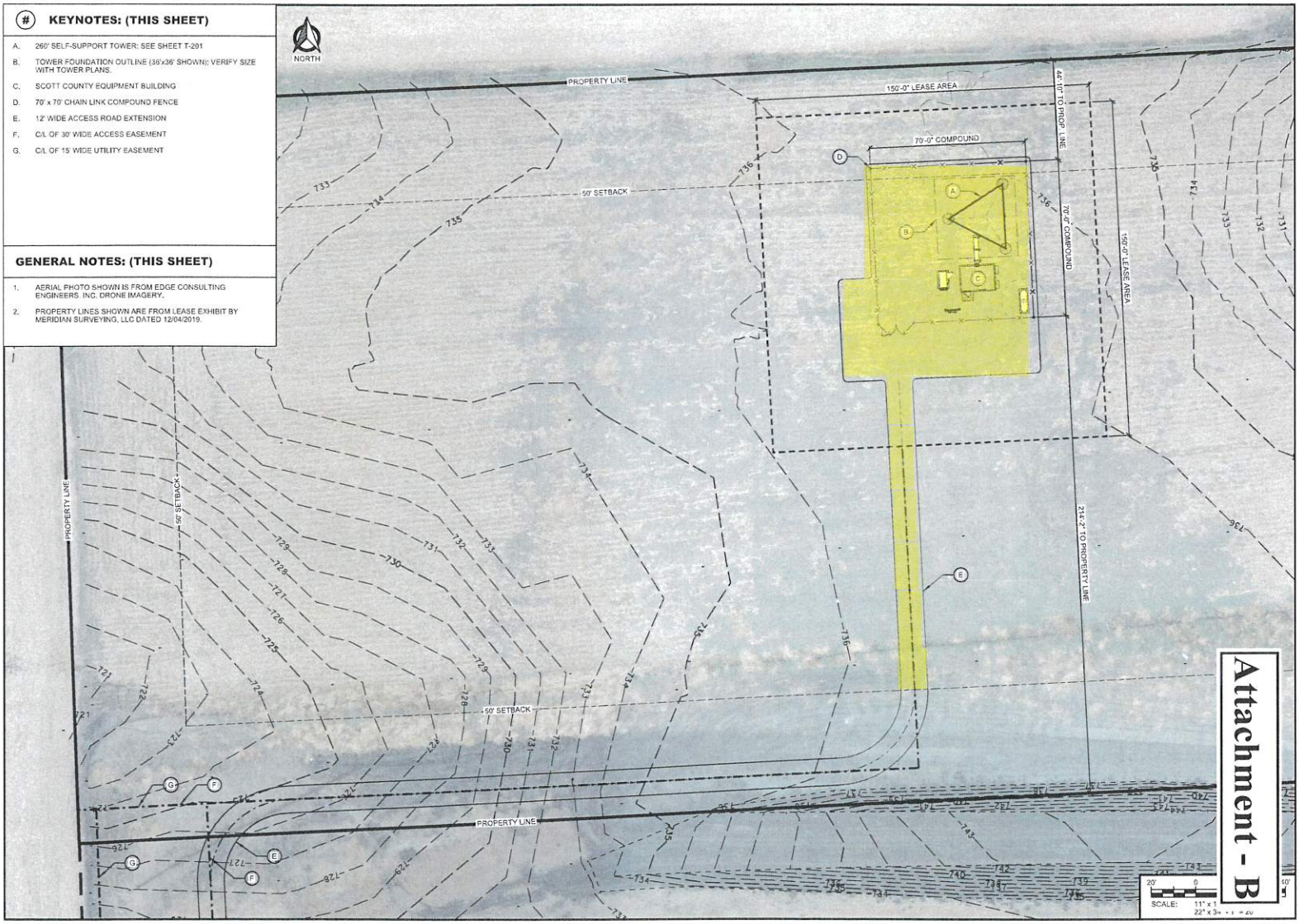
15' WIDE UTILITY EASEMENT

A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section One (1), Township Seventy-Eight (78) North, Range Four (4) East of the Fifth (5th) Principal Meridian, Scott County, Iowa containing 12,915 square feet (0.878 acres) of land and being (7.5) feet each side of and parallel to the following described centerline:

Commencing at the West Quarter Corner of said Section 1; thence N87°-13'-52"E 1807.48 feet along the South line of the NW1/4 of said Section 1; thence N02°-46'-08"W 982.35 feet; thence S87°-08'-54"W 92.00 feet; thence S02°-51'-06"E 144.00 feet; thence S87°-08'-54"W 319.87 feet to the point of beginning; thence continue S87°-08'-54"W 58.01 feet; thence S02°-02'-09"E 803.01 feet to the Northerly right of way line of Forest Grove Drive and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said Northerly right of way line of Forest Grove Drive; subject to any and all easements and restrictions of record.



Attachment A



KEYNOTES: (THIS SHEET)

A. 260' SELF-SUPPORT TOWER; SEE SHEET T-201

B. TOWER FOUNDATION OUTLINE (36'x36' SHOWN); VERIFY SIZE WITH TOWER PLANS.

C. SCOTT COUNTY EQUIPMENT BUILDING

D. 70' x 70' CHAIN LINK COMPOUND FENCE

E. 12' WIDE ACCESS ROAD EXTENSION

F. C/L OF 30' WIDE ACCESS EASEMENT

G. C/L OF 15' WIDE UTILITY EASEMENT

GENERAL NOTES: (THIS SHEET)

1. AERIAL PHOTO SHOWN IS FROM EDGE CONSULTING ENGINEERS, INC. DRONE IMAGERY.

2. PROPERTY LINES SHOWN ARE FROM LEASE EXHIBIT BY MERIDIAN SURVEYING, LLC DATED 12/04/2019.

Attachment - B

(#) KEYNOTES: (THIS SHEET)

A. 260' SELF-SUPPORT TOWER: SEE SHEET T-201

B. TOWER FOUNDATION OUTLINE (36'x36' SHOWN): VERIFY SIZE WITH TOWER PLANS.

C. SCOTT COUNTY EQUIPMENT BUILDING

D. 70' x 70' CHAIN LINK COMPOUND FENCE

E. 16' WIDE VEHICLE ACCESS GATE W/ 4' WIDE SNOW GATE

F. 24" WIDE ICE BRIDGE

G. 4' x 5' CONC. STOOP

H. 12' WIDE GRAVEL ACCESS DRIVE

I. GRAVEL COMPOUND: EDGE TO EXTEND 2' BEYOND FENCE PERIMETER

J. UTILITY RACK

K. 500 GAL. LP FUEL TANK, ON CONC. SUPPORT SLAB

L. 35kW GENERATOR ON CONC. SUPPORT SLAB

M. GROUND MOUNTED ELEC. XFMR

N. RF SIGNAGE (AVAILABLE FROM RFSIGNS.COM)
(4) RF NOTICE SIGNS, INSTALL ON EACH SIDE OF PERIMETER FENCE
(2) RF CAUTION SIGNS, INSTALL NEAR TOWER CLIMB AND SHELTER DOOR

O. ASR SIGN

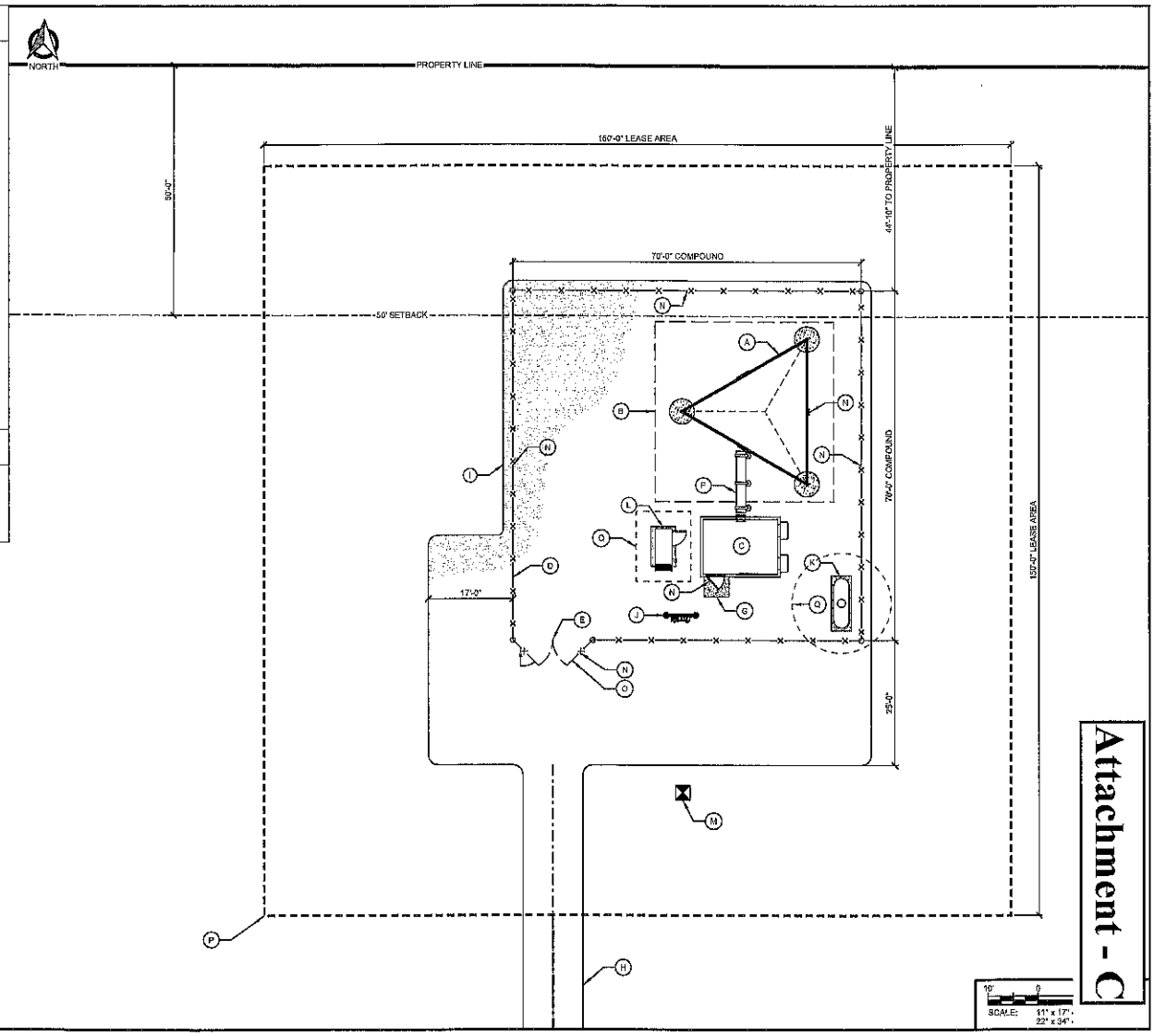
P. CITY OF BETTENDORF LEASE AREA (150' x 150')

Q. CLEARANCE ZONES/SETBACK:
-10' AROUND LP TANK
-5' AROUND GENERATOR

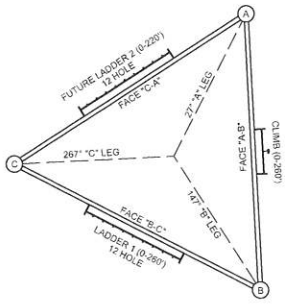
GENERAL NOTES: (THIS SHEET)

1. AERIAL PHOTO & PROPERTY LINES SHOWN ARE FROM SCOTT COUNTY GIS MAPPING DATA.

2. EXISTING SITE LINEWORK PROVIDED BY SHIVE-HATTERY, INC. ON 09/11/2018.



Attachment - C



A TOWER ORIENTATION

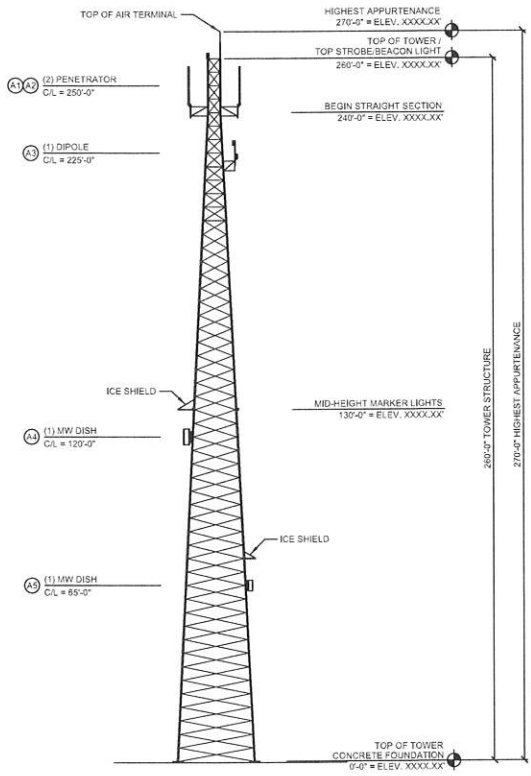
TOWER LOADING LEGEND

ANTENNA ID	ANTENNA TYPE	ANTENNA MODEL DESCRIPTION & (QTY)	TOWER LEG	ANTENNA MOUNT	MOUNT/S HEIGHT	C/L HEIGHT	C/L ELEV. (NAVD 88)	ANTENNA AZIMUTH	TILT (+/-)	TX LINE SIZE	FREQUENCY (MHz)	ERP (dBm)	OWNER USE	NOTES
1	Penetrator	(1) BPS10-H 14' long, 6.6" dia., 57 lbs.	B	HS-803 Stand-Off w/ RFS B1-HD Bracket 72" long, 42" high, 110 lbs	243.0	250.0	938.0	270°	0°	(1) 1-1/4" (1) 1/2"	764-806		Scott County P25 Rx	TTA on mount DS-BTMA-10
2	Penetrator	(1) BPS10-H 14' long, 6.6" dia., 57 lbs.	C	HS-803 Stand-Off w/ RFS B1-HD Bracket 72" long, 42" high, 110 lbs	243.0	250.0	938.0	270°	0°	(1) 1-1/4"	764-806		Scott County P25 Tx	
3	Dipole	(1) DB411B 9.4' long, 24.9 lbs.	A	HS400 stand-off mount 48" long, 42" high, 58 lbs.	220.3	225.0	913.0	0°		(1) 7/8"	450-470		Scott County Paging	
4	MW Dish	(1) HPX_SRW 6' dia., 320 lbs.	A	Leg Mount (PM-SU24-63) 4.5" OD x 63" Mast Pipe	120.0	120.0	808.0	78.97°	-0.05°	(1) EWP83-59	6175		Scott County To Rt Hillsdale North (Riverdale MSI) GT	Ice Shield @ 130'
5	MW Dish	(1) HPA-12RS 4' dia., 85 lbs.	B	Leg Mount (PM-SU24-63) 4.5" OD x 63" Mast Pipe	85.0	85.0	753.0	167.5°	-0.06°	(1) EWP90-107	11200		Scott County To Rt Silk's PD GF	Ice Shield @ 75'

NOTES:

1. TOWER TO BE ANALYZED FOR FULL CAPACITY LOADING (PROPOSED AND FUTURE).
2. REFER TO ANTENNA MOUNTING DETAILS FOR ADDITIONAL INFO ON MOUNT DESIGN AND MOUNTING REQUIREMENTS.
3. ALL OMNI & DIPOLE ANTENNAS BELOW TOP LAYER TO INCLUDE TOP BRACING WHEN RECOMMENDED BY MANUFACTURER.
4. TOWER ANCHOR BOLTS SHALL BE DESIGNED SUCH THAT GROUT IS NOT REQUIRED BELOW TOWER BASE PLATES AND AROUND ANCHOR BOLTS.
5. TOWER TO BE DESIGNED AS STRUCTURE CLASS III. REFER TO SPECS FOR OTHER REQUIREMENTS.
6. TOWER & TOWER FOUNDATION - CONTRACTOR IS RESPONSIBLE FOR STRUCTURAL DESIGN OF BOTH ITEMS
7. ANTENNA LOADING IS BASED ON ODR REV C.

B TOWER LOADING LEGEND

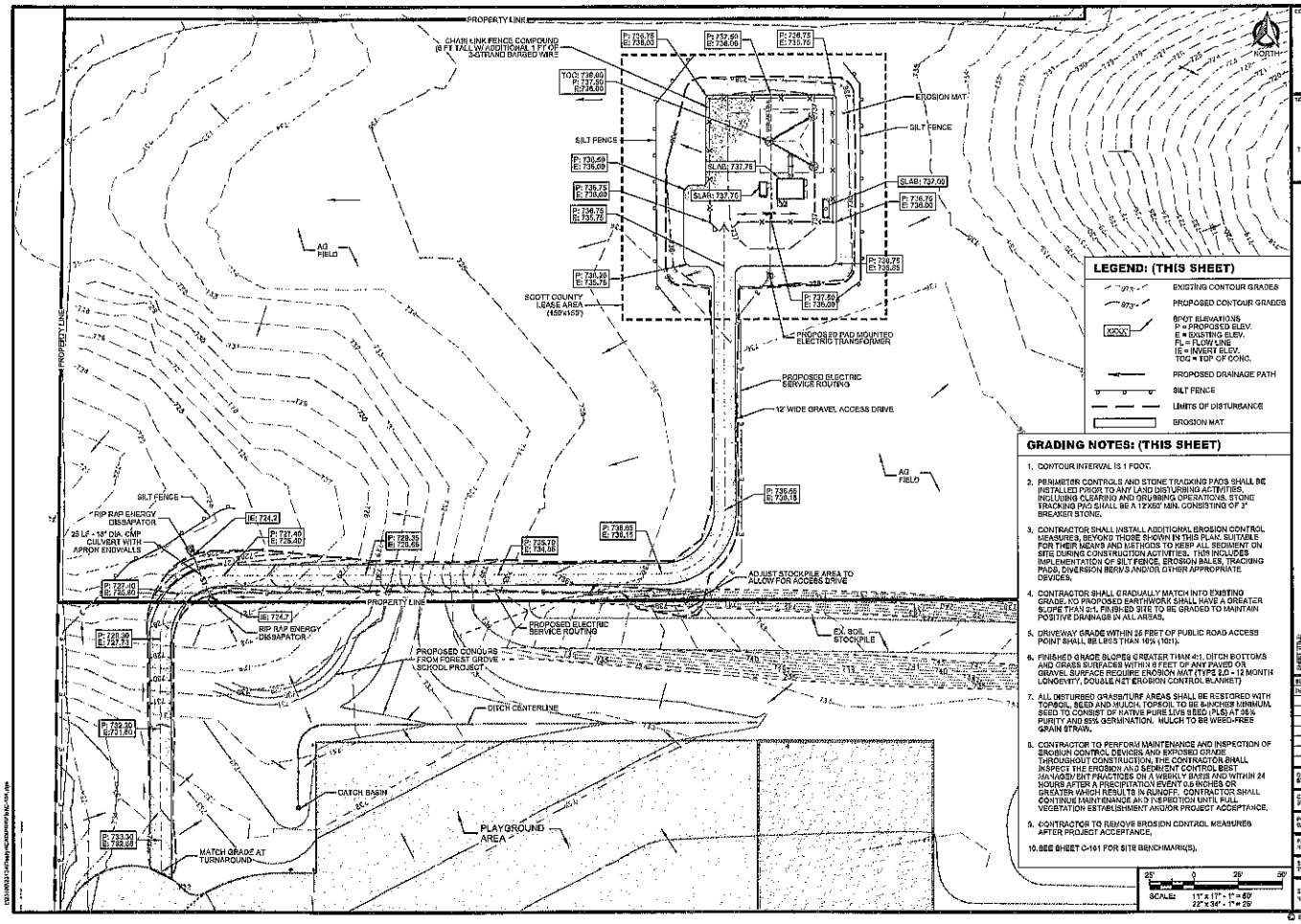


NOTES:

1. ALL DIMENSIONS SHOWN ARE REFERENCED FROM THE TOP OF TOWER STEEL BASE PLATE.
2. ALL ANTENNAS, DISHES, MOUNTS, ICE SHIELDS AND LINES SHALL BE SUPPLIED AND INSTALLED BY OTHERS (RACOM).
3. TOWER TO BE EQUIPPED WITH E-1 LIGHTING KIT, LIGHTING SYSTEM TO BE COMPLETELY LED BASED, SPECIFICALLY DESIGNED FOR USE IN ENVIRONMENTS WITH NO INTERFERENCE. LIGHTS TO INCLUDE INFARED EMITTERS AS REQUIRED BY CURRENT FAA LIGHTING REQUIREME
4. AIR TERMINAL MOUNT TO BE BOLTED DIRECTLY TO TOWER STEEL. AIR TERMINAL TO BE BONDED TO AIR TERMINAL MOUNT.
5. CONTRACTOR TO INSTALL TEMPORARY TOWER LIGHTING WHEN TOWER CONSTRUCTION REACHES 200.
6. TOP TOWER LIGHT TO BE INSTALLED ON MAST PIPE ABOVE TOP ANTENNA. NOTHING THAT IS 7/8" DIA OR MORE SHALL EXTEND ABOVE TOV

C TOWER PROFILE (ELEVATION)

Attachment - D



LEGEND: (THIS SHEET)

- EXISTING CONTOUR GRADES
- PROPOSED CONTOUR GRADES
- SPOT ELEVATIONS: P = PROPOSED ELEV., E = EXISTING ELEV., FL = FLOW LINE, IE = INVERT ELEV., TOC = TOP OF CONC.
- PROPOSED DRAINAGE PATH
- SILT FENCE
- LIMITS OF DISTURBANCE
- EROSION MAT

GRADING NOTES: (THIS SHEET)

1. CONTOUR INTERVAL IS 1 FOOT.
2. PERIMETER CONTROLS AND STONE TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING OPERATIONS. STONE TRACKING PAD SHALL BE A 12'X50' MIN. CONSISTING OF 3" BREAKER STONE.
3. CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES, BEYOND THOSE SHOWN IN THIS PLAN, SUITABLE FOR THEIR MEANS AND METHODS TO KEEP ALL SEDIMENT ON SITE DURING CONSTRUCTION ACTIVITIES. THIS INCLUDES IMPLEMENTATION OF SILT FENCE, EROSION BALES, TRACKING PADS, DIVERSION BERMS AND/OR OTHER APPROPRIATE DEVICES.
4. CONTRACTOR SHALL GRADUALLY MATCH INTO EXISTING GRADE. NO PROPOSED EARTHWORK SHALL HAVE A GREATER SLOPE THAN 2:1. FINISHED SITE TO BE GRADED TO MAINTAIN POSITIVE DRAINAGE IN ALL AREAS.
5. DRIVEWAY GRADE WITHIN 25 FEET OF PUBLIC ROAD ACCESS POINT SHALL BE LESS THAN 10% (10:1).
6. FINISHED GRADE SLOPES GREATER THAN 4:1, DITCH BOTTOMS AND GRASS SURFACES WITHIN 5 FEET OF ANY PAVED OR GRAVEL SURFACE REQUIRE EROSION MAT (TYPE 2.0 - 12 MONTH LONGEVITY, DOUBLE NET EROSION CONTROL BLANKET)
7. ALL DISTURBED GRASS/TURF AREAS SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH. TOPSOIL TO BE 6-INCHES MINIMUM. SEED TO CONSIST OF NATIVE PURE LIVE SEED (PLS) AT 95% PURITY AND 85% GERMINATION. MULCH TO BE WEED-FREE GRAIN STRAW.
8. CONTRACTOR TO PERFORM MAINTENANCE AND INSPECTION OF EROSION CONTROL DEVICES AND EXPOSED GRADE THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL INSPECT THE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES ON A WEEKLY BASIS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT 0.5 INCHES OR GREATER WHICH RESULTS IN RUNOFF. CONTRACTOR SHALL CONTINUE MAINTENANCE AND INSPECTION UNTIL FULL VEGETATION ESTABLISHMENT AND/OR PROJECT ACCEPTANCE.
9. CONTRACTOR TO REMOVE EROSION CONTROL MEASURES AFTER PROJECT ACCEPTANCE.
10. SEE SHEET C-101 FOR SITE BENCHMARK(S).

SCALE: 11" x 17" - 1" = 50' / 22" x 34" - 1" = 25'

CONSULTANT: Edge Consulting Engineers, Inc. 604 WIDER STREET, PEKIN, IL 61554, 309.347.4800, 309.347.4803 FAX, www.edgeteam.com

TECHNOLOGY CONSULTANT: TRUE NORTH COMPUTING GROUP, 140 3RD STREET SOUTH, COLUMBUS, WI 53925, www.tncg.com

SITE, GRADING, & EROSION CONTROL PLAN

SCF23 - BETTENDORF GF
SCOTT COUNTY, IOWA
BETTENDORF, IOWA

SHEET TITLE:

SUBMITTALS

INT.	DATE:	DESCRIPTION:

DRAWN BY	TJT
CHECKED BY	AJO
PLOT DATE	1/3/2020
PROJECT NUMBER	2313M
TEST FILE	F:\
SHEET NUMBER	C-1

© EDGE CONSULTING ENGINEERS, INC.

Attachment - E

7-12COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4100

February 19, 2020

Staff Report

Case No. 20-003

Location: North of 6100 Forest Grove Drive (Forest Grove Park)
Applicant: Scott Emergency Communication Center (SECC)
Current Zoning Classification: A-1, Agricultural/Urban Reserve District
Request: Site Development Plan for Communications Tower

Background Information and Facts

SECC is in the process of upgrading all of the emergency communications equipment for the emergency service agencies within Scott County. As part of the upgrade process, new communications towers must be erected at strategic locations throughout the county. SECC solicited a contractor to complete an engineering study to identify proposed locations, and a site in the area of Forest Grove Park was chosen. SECC is proposing to locate a radio communications tower north of the new Forest Grove Elementary School (see Attachment A – Location Map). Table 11-4-5C of the Zoning Ordinance identifies a communications tower as an allowed special use in an A-1 Zoning District. The Board of Adjustment approved a special use permit at their January 9, 2020 meeting.

The proposed site for the tower will be approximately 450 feet north of the northernmost portion of the new Forest Grove Elementary School and approximately 240 feet north of the school property line. The tower and related equipment will be located on an 11.79 acre parcel of land (parcel #8401190021) and be contained in a 4,900 square foot compound secured by a chain link fence (see Attachment B – Compound Outline). The equipment compound will be configured as shown in the site design layout (see Attachment C). The self-supporting triangular-shaped tower will be 260feet tall (see Attachment D – Tower Design).

The site plan for the tower was reviewed at staff level at the Development Review Committee, and the plan meets code requirements (see Attachment E – Site Plan). Parking is in excess of what is needed for the routine operation and maintenance of the facility. Neither the Pleasant Valley Community School District nor the Bettendorf Parks Department have any issues with the request.

The tower enclosure will be secured by a fence, and this request will not interfere with the use of the school or the development plan for the park.

Land Use/Zoning

The land use designation is "Parks and Open Space", and the area is zoned A-1, Agricultural/Urban Reserve District.

Utilities

The only utility needed for this project is electricity which is available to the site to supply this communications facility.

Staff Recommendation

Staff recommends approval of the site plan.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on a site development plan for property located north of 6100 Forest Grove Drive, submitted by Scott Emergency Communications Center. (Case 20-003)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

Site Development Plan

11. Case 20-003; North of 6100 Forest Grove Drive, submitted by Scott Emergency Communications Center.

Beck reviewed the staff report.

Wennlund asked if the city is leasing the site to the county. Soenksen confirmed this.

Tony Knobbe, Scott County Board of Supervisors, explained that the proposed tower is one of seven total. He indicated that the project will provide increased coverage for first responders.

> On motion by Ormsby, seconded by Stoltenberg, that the site development plan for property located north of 6100 Forest Grove Drive be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 3, 2020 (SPH)
March 17, 2020 (HPH)

REQUESTED BY: John Soenksen

ITEM TITLE: Resolution setting a date for public hearing on an ordinance amending Section 11-11-3.A.1. - Supplemental Use Regulations - Residential Uses of the City of Bettendorf Zoning Ordinance. (Case 20-004) (3/3/20)

Public hearing and first reading of an ordinance amending Section 11-11-3.A.1. - Supplemental Use Regulations - Residential Uses of the City of Bettendorf Zoning Ordinance. (Case 20-004) (3/17/20)

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

The City of Bettendorf is proposing a change to the required minimum widths for **all** residential structures by amending Section 11-11-3-A.1. of the Zoning Ordinance. The current Code requires only single-family **detached** structures to be 22 feet wide for at least 75 percent of the distance of the structure length. This 22-foot wide standard does not apply to duplex, townhouse, or multi-family residential structures. The City is proposing to apply the 22-foot width standard for all of the listed types of residential structures. The ordinance would be amended as shown (in red) below:

Section 11-11-3 of Title 11 – Supplemental Use Regulations – Residential Uses.

A. Residential Structure Design Standards: All single-family residential, duplex residential, townhouse residential, and multi-family residential dwellings for which a building permit has been issued on or after [date of ordinance adoption] shall comply with the following minimum design standard:

1. Minimum Structure Width: The minimum dimension (width) of all residential buildings shall not be less 22 feet for at least 75 percent of the distance of the major dimension (length).

The Planning and Zoning Commission has reviewed the Zoning Ordinance amendment and recommended the City Council approve the changes by a 6-0 vote at its February 19 meeting.

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

List Attachments:

Resolution; Ordinance; Staff report to the Planning and Zoning Commission; Planning and Zoning Commission report to the Mayor and City Council; Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION ____ - 20

**RESOLUTION SETTING A DATE FOR PUBLIC HEARING
FOR AN ORDINANCE AMENDING
SECTION 11-11-3.A.1 SUPPLEMENTAL USE REGULATIONS -
RESIDENTIAL USES
OF THE CITY OF BETTENDORF ZONING ORDINANCE**

BE IT RESOLVED BY THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for March 17, 2020 at 7:00 p.m. in the City Hall Council Chambers, 1609 State Street on the matter of an ordinance amending Section 11-11-3.A.1. of Title 11 – Supplemental Use Regulations – Residential Uses.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

ORDINANCE _____ - 20

ORDINANCE AMENDING SECTION 11.-11.-3A .1.
SUPPLEMENTAL USE REGULATIONS - RESIDENTIAL USES
OF THE CITY OF BETTENDORF ZONING ORDINANCE

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

Section One. Section 11-11-3.A.1. Supplemental Use Regulations – Residential Uses of Title 11 of the City Code of the City of Bettendorf is hereby amended by deleting the ~~strike through~~ text and adding underline text.

Section 11-11-3. Supplemental Use Regulations – Residential Uses.

A. ~~Single-Family Detached~~ Residential Structure Design Standards: All single-family ~~detached~~ residential, duplex residential, townhouse residential, and multi-family residential dwellings for which a building permit has been issued on or after [date of ordinance adoption] shall comply with the following minimum design standard:

1. Minimum Structure Width: The minimum dimension (width) of ~~the main body of the residential structure~~ all residential buildings shall not be less 22 feet for at least 75 percent of the distance of the major dimension (length). (2008 Code App. B Section 14.17)

Section Two. Severability of Provisions. If any subsection, sentence, clause, phrase or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section Three. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Four. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

PASSED, APPROVED AND ADOPTED THIS _____day of _____, 2020.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
City Clerk Decker P. Ploehn

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4055

February 19, 2020

Staff Report

Case No. 20-004
Ordinance Change: Section 11-11-3-A-1 of Title 11 – Supplemental Use Regulations – Residential Uses.
Applicant: City of Bettendorf

Background Information and Facts

The City of Bettendorf is proposing a change to the required minimum widths for ***all*** residential structures by amending Section 11-11-3-A of the Zoning Ordinance. The current Code requires only single-family detached structure to be 22 feet wide for at least 75 percent of the distance of the structure length. This 22-foot wide standard does not apply to duplex, townhouse, or multi-family residential structures. The City is proposing to mandate the 22-foot width standard for all of the listed types of residential structures. The ordinance would be amended as shown (in red) below:

Section 11-11-3 of Title 11 – Supplemental Use Regulations – Residential Uses.

A. Residential Structure Design Standards: All single-family residential, duplex residential, townhouse residential, and multi-family residential dwellings for which a building permit has been issued on or after [date of ordinance adoption] shall comply with the following minimum design standard:

1. Minimum Structure Width: The minimum dimension (width) of all residential buildings shall not be less 22 feet for at least 75 percent of the distance of the major dimension (length).

Staff Recommendation

Staff recommends approval of the ordinance amendment with the following condition:

1. This approval does not waive any other State, Federal, or Local government provisions as required by law.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on an ordinance amendment of Section 11-11-3.A1 of the City Code - Supplemental Use Regulations, Residential Uses, submitted by City of Bettendorf. (Case 20-004)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named ordinance amendment request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

13. Case 20-004; Section 11-11-3.A.1 of the Municipal Code, Supplemental Use Regulations - Residential Uses, submitted by City of Bettendorf.

Beck reviewed the staff report.

Wennlund asked if the current width requirement applies to 75 percent of the length of a home and if that would still be the case. Beck confirmed this, adding that the requirement will apply to all types of housing.

> On motion by Stoltenberg, seconded by Gannaway, that the ordinance amending Section 11-11-3.A.1 of the Municipal Code be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 3, 2020 (SPH)
March 17, 2020 (HPH)

REQUESTED BY: John Soenksen

ITEM TITLE: Resolution setting a date for public hearing on an ordinance amending Sections 11-2-7.R. Kennels and 11-2-7.II. Veterinary Services (General) of the City of Bettendorf Zoning Ordinance. (Case 20-010) (3/3/20)

Public hearing and first reading of an ordinance amending Sections 11-2-7.R .Kennels and 11-2-7.II. Veterinary Services (General) of the City of Bettendorf Zoning Ordinance. (Case 20-010) (3/17/20)

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

The City of Bettendorf is proposing a change to two definitions by amending Section 11-2-7.R. regarding "Kennels" and 11-2-7.II. regarding "Veterinary Services (General)" of the Zoning Ordinance. The current "Kennel" Code permits ostrich-raising facilities. The current "Veterinary Services" Code includes pet cemeteries and crematoriums. Staff is proposing to remove those portions of those Code sections. Other Code sections permit these activities. Ostrich-raising facilities would be allowed via Section 11-2-3.C. "Animal Production" within the definition found in Agricultural Use Types. Pet cemeteries would be allowed in Agricultural/Urban Reserve Districts under the definition of cemetery requiring a special use permit as is currently required for cemeteries for humans. Crematoriums are permitted in I-2, General Industrial and I-3, Heavy Industrial Districts with a special use permit and in A-1, Agricultural/Urban Reserve Districts.

The zoning ordinance would be amended by removing the provisions as shown (in red) below:

Section 11-2-7 of Title 11 – Chapter 2 Use Types – Commercial Use Types.

R. Kennels: Boarding and care services for dogs, cats, and similar small mammals or large birds; or any premises on which more than four animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich-raising facilities, pet motels, or dog-training centers.

II. Veterinary Services (General): Veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries, and crematoria.

The Planning and Zoning Commission has reviewed the Zoning Ordinance amendment at its February 19 meeting and recommended that the City Council approve the changes.

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

List Attachments:

Resolution; Ordinance; Staff report to the Planning and Zoning Commission; Planning and Zoning Commission report to the Mayor and City Council; Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION ____ - 20

RESOLUTION SETTING A DATE FOR PUBLIC HEARING
FOR AN ORDINANCE AMENDING
SECTIONS 11.-2-7.R. KENNELS AND 11-2-7.II. VETERINARY SERVICES (GENERAL) OF THE
CITY OF BETTENDORF ZONING ORDINANCE

BE IT RESOLVED BY THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for March 17, 2020 at 7:00 p.m. in the City Hall Council Chambers, 1609 State Street on the matter of an ordinance amending Sections 11-2-7.R Kennels and 11-2-7.II Veterinary Services (General) of the City of Bettendorf Zoning Ordinance.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

ORDINANCE _____ - 20

ORDINANCE AMENDING SECTIONS 11-2-7.R. KENNELS AND
11-2-7.II. VETERINARY SERVICES (GENERAL)
OF THE CITY OF BETTENDORF ZONING ORDINANCE

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

Section One. Sections 11-2-7.R. Kennels and 11-2-7.II. Veterinary Services (General) of Title 11 of the City Code of the City of Bettendorf are hereby amended by deleting the ~~strike through~~ text and adding underline text.

> Title 11, Section 11-2-7.R. Kennels: Boarding and care services for dogs, cats, and similar small mammals or large birds; or any premises on which more than four animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ~~ostrich-raising facilities~~, pet motels, or dog-training centers.
>
> Title 11, Section 11-2-7.II. Veterinary Services (General): Veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, ~~pet cemeteries, and crematoria~~.

Section Two. Severability of Provisions. If any subsection, sentence, clause, phrase or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section Three. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section Four. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publication as required by law.

PASSED, APPROVED AND ADOPTED THIS _____day of _____, 2020.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
City Clerk Decker P. Ploehn

COMMUNITY DEVELOPMENT
City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4055

February 19, 2020

Staff Report

Case No. 20-010
Ordinance Change: Section 11-2-7-R-II. Commercial Use Types
Applicant: City of Bettendorf

Background Information and Facts

The City of Bettendorf is proposing a change to two ordinance definitions by amending Section 11-2-7 R regarding "Kennels" and 11-2-7 II regarding "Veterinary Services (General)" of the Zoning Ordinance. The current "Kennel" Code permits ostrich-raising facilities. The current "Veterinary Services" Code includes pet cemeteries and crematoriums (See Ordinance Changes - Attachment A). Staff is proposing to remove those portions of the above Codes.

Alternative Code sections permit these activities proposed to be removed. Ostrich-raising facilities would fall into 11-2-3 C "Animal Production" within the definition found in Agricultural Use Types. Pet cemeteries would be allowed in Agricultural/Urban Reserve Districts under the definition of cemetery requiring a Special Use permit as is currently required for cemeteries for humans. Crematoriums are permitted in I-2, General Industrial and I-3, Heavy Industrial Districts with a Special Use Permit and in A-1, Agricultural/Urban Reserve Districts. Other requirements such as platting, site plans and other regulations, would also apply to the cemetery and crematorium.

The ordinance would be amended by **removing** the provisions as shown (in red) below:

Section 11-2-7 of Title 11 – Chapter 2 Use Types – Commercial Use Types.

R. Kennels: Boarding and care services for dogs, cats, and similar small mammals or large birds; or any premises on which more than four animals included under this definition over four months of age are kept and maintained. Typical uses include boarding kennels, ostrich-raising facilities, pet motels, or dog-training centers.

II. Veterinary Services (General): Veterinary services and hospitals for small animals. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries, and crematoria.

Staff Recommendation

Staff recommends approval of the ordinance amendment.

Respectfully submitted,

Greg Beck
City Planner

February 26, 2020

Honorable Mayor and
Members of the City Council
City of Bettendorf
Bettendorf, Iowa 52722

SUBJECT: Planning and Zoning Commission's decision on an ordinance amendment of Section 11-2-7.R. Kennels and Section 11-2-7.II Veterinary Services (General) of the City Code, submitted by City of Bettendorf. (Case 20-010)

Honorable Mayor and Members of the City Council:

On February 19, 2020, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named ordinance amendment request.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

John Soenksen
Director, Community Development

14. Case 20-010; Section 11-2-7 of the Municipal Code, Commercial Use Types, submitted by City of Bettendorf.

Beck reviewed the staff report.

> On motion by Kappeler, seconded by Stoltenberg, that the ordinance amending Section 11-2-7 of the Municipal Code be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving and awarding the contract for asbestos testing for properties involved in the flood grant buy-out program.

Explanation (Background and How it Responds to Vision, Mission, or Goals)
The City of Bettendorf must seek a qualified firm to test the homes involved in the flood buyout area for asbestos. A competitive bidding process has just been completed seeking firms for that purpose.

A bid tabulation is attached to this report detailing the bid responses. The best and most responsible bid for the requested professional service was from Regulatory Compliance Management of Davenport, Iowa. The bid includes the testing of all structures on the 22 properties.

Staff recommends awarding of the contract to Regulatory Compliance Management of Davenport, Iowa

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The grant will pay for 85% of all costs related to this process.

List Attachments:
Resolution, Bid tabulation; Bids.

RESOLUTION NO.____-20

RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR HIRING AN ASBESTOS TESTING FIRM FOR PROPERTIES INVOLVED IN THE FLOOD GRANT BUY-OUT PROGRAM

WHEREAS, a bid request was sent to qualified asbestos testing agents for properties in the flood zone under consideration for demolition; and

WHEREAS, Regulatory Compliance Management of Davenport, Iowa submitted the lowest responsible bid for the project in the amount of $3,985; and

WHEREAS, staff is recommending that Regulatory Compliance Management of Davenport, Iowa be selected as the asbestos testing firm.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for Regulatory Compliance Management of Davenport, Iowa is approved.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

BID TAB

Bid Opening

February 24, 2020

Asbestos testing services for various property acquisitions in the flood zone within the City of Bettendorf.

Asbestos Inspections, Testing & Training, Inc., Monticello, IA——————**$10,406**

Aspec Environmental Testing, Rock Island, IL——————**$10,120**

Advanced Environmental, Davenport, IA——————**$15,400**

Regulatory Compliance Management, Davenport, IA——————**$3,985**

EnviroNET, Davenport, IA——————**$10,890**

Asbestos Inspections, Testing, & Training, Inc.
123 East Grand Street
Monticello, IA 52310
Phone: 319 465-5555
Fax: 319 465-3104
Email: asbestos121@gmail.com

Note from the Inspector on the Bid

To: City of Bettendorf
Attention: John Soenksen
4403 Devils Glen Road
Bettendorf, IA 52722
From: Stephen J. Intlekofer, President
Subject: Bid for FEMA Houses- Asbestos Inspections prior to Demo.

Enclosed is a scaled down inspection report to "Save the Trees" and give you a lesser cost yet with all of the information you need to bid "Phase II" Removal.

It has all that you need for information including an abatement bid sheet made out for you to save you time. Your gal won't have to type one (for each unit). Details make a difference.

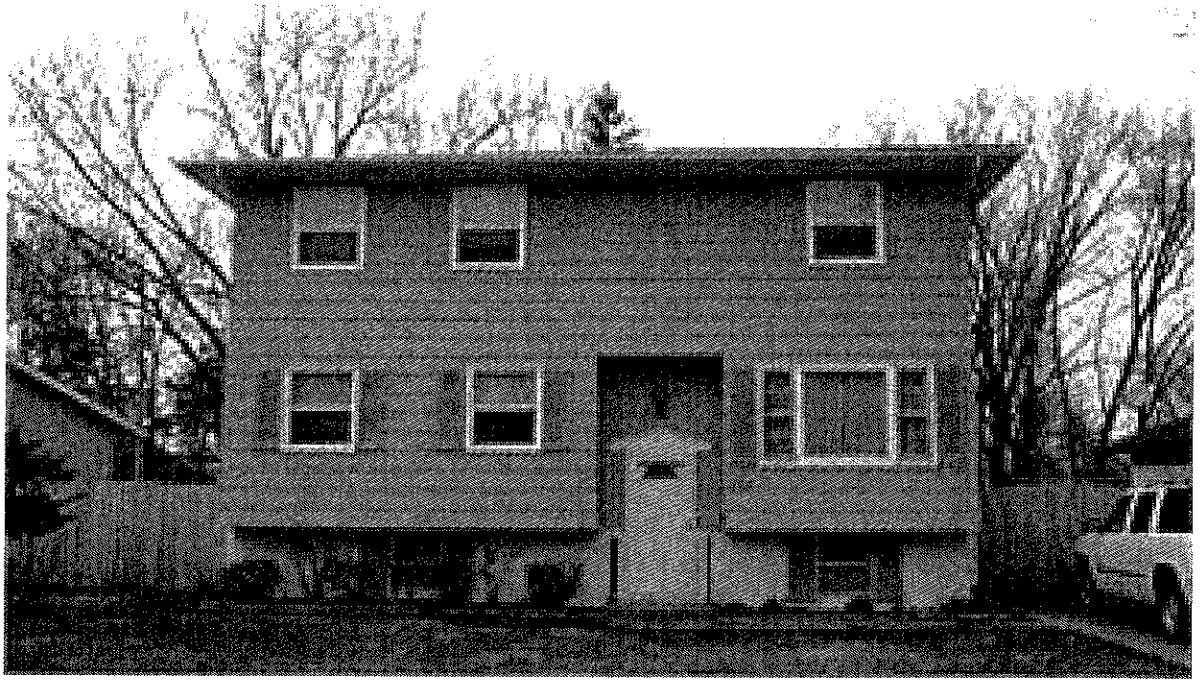
We have been doing FEMA inspections for 20 years from Tama to Elkport and everywhere, in between.

Our bid is **$473** per unit, delivered in five-unit packages, preferably, however your call. Turn around time is usually <10 working days and we can do four or five inspections per day (long day- 1.5 hours per inspection).

Thanks for the opportunity to bid!

Asbestos Inspection:
City of Bettendorf
Bettendorf City Hall
1609 State Street
Bettendorf, IA 52722

SAMPLE



Address of Property Inspected

1026 Parkway Drive Bettendorf, IA 52722

Asbestos Inspections, Testing, & Training, Inc.
123 East Grand Street
Monticello, IA 52310
Phone: 319 465-5555
Fax: 319 465-3104
Email: asbestos121@gmail.com

March 2020

Table of Contents
(A Direct Approach to the Asbestos Issue)

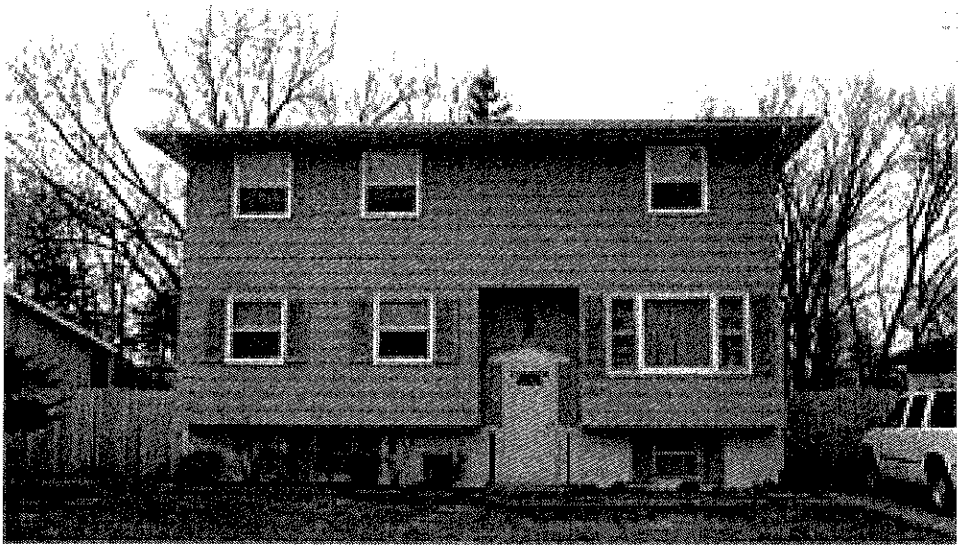
Section I:	**Executive Summary and Bid Sheet**
Section II.	**Bulk Sample Inventory (Including Inspector's License #)**
Section III.	**Sample Invoice**

Section I

Executive Summary and Bid Sheet

Asbestos Inspection
Executive Summary

Sample



Location Where Inspection was done: 1026 Parkway Drive Bettendorf, IA 52722

Frederick H. Wortham[1]
1026 Parkway Drive
Bettendorf, IA 52722

Sample

Asbestos Survey and Bid Sheet for Removal

An inspection prior to demolition was requested to satisfy the federal NESHAP (National Emission Standard for Hazardous Air Pollutants) 40 CFR Part 61, Sub part M. A thorough inspection was performed according to minimum A.H.E.R.A., protocol. The following asbestos containing materials were identified at the following location. Please note that asbestos-containing materials that may become regulated (RACM) must be removed, prior to demolition/renovation activities that may disturb those materials. **All measurements are approximate. Verify both Bulk sample inventory and quantity before bidding.**

Area	Location	Material	Quantity	Category	Condition	Bid to Remove
Basement	On Duct work	2" tape	<10 sq. ft.	Friable	2[2]	$

Total: _____

[1] Taken from Beacon Report as public information.

[2] Condition: 1: Good, 2: Damaged, 3: Significantly Damaged

Section II

Bulk Sample Inventory (Including Inspector's License #)

Date: 20-13I
Project #:
Inspector: Stephen J. Intlekofer
License #: 19-2955 Exp: 7-29-20 -Iowa

ASBESTOS INSPECTIONS, TESTING & TRAINING, INC.
ASBESTOS BULK SAMPLE INVENTORY
121 East Grand Street
Monticello, IA 52310
319) 465-7055

SAMPLE

Site Inspected (Home Owner)
Contact/Phone
Building Name
Address
City, State

Invoice to:
Name
Address:
City, State

Chain of Custody Record ■ QAS ☐ Quantem ☐ CEI ☐ EMC (AZ)
Analysis Requested: PLM, TEM, Lead Paint (circle one)
Turn Around Time: same day ☐ 24 hrs. ☐ 3 days ■ 5 days ☐
Mailed on: 1-16-20 Carrier: USPS By: Sue
Received: 1-21-20 By: Dave, QAS
Date Analyzed: January 27, 28, 29 2020..

Field Samples ■ Mailed in Samples ☐ Hand Delivered ☐
Measurements are approximate-Verify Fax results to: (319) 465-3104

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
115 -20-01	**Display**	**Floor Tile/Mastic**	**9" FT1 / M1 (green)**	**NF**	**Het**	**2**	**Most of floor- 36x100**	**FT1 / M1**	**T- 7% Chrysotile** Mastic-NAD
115 -20-02	Display	Floor Tile/Mastic	9" FT2 / M2 (green)	NF	Het	2	Some of floor (marked)	FT2 / M2	NAD
115 -20-03	Mid Display	Floor Tile/Mastic	9" FT3 / M3 (cream)	NF	Het	2	Alternates with green	FT3 / M3	NAD
115 -20-04	Mid Display	Floor Tile/Mastic	9" FT4 / M4 (cream)	NF	Het	2	Slightly different color (green)	FT4 / M4	NAD
115 -20-05	Mid Display	Floor Tile/Mastic	9" FT5 / M5 (cream)	NF	Het	2	Slightly different color (green)	FT5 / M5	NAD
115 -20-06	Mid Display	Floor Tile/Mastic	9" FT6 / M6 (green)	NF	Het	2	Light green	FT6 / M6	NAD
115 -20-07	Mid Display	Floor Tile/Mastic	9" FT7 / M7 (cream)	NF	Het	2	Cream-black streaks	FT7 / M7	NAD
115 -20-08	SE by entry	Paint	White 2x7 patch	NF	HOMO	2	Where tile removed	P1	NAD
115 -20-09	SE by entry	Felt	Black felt paper	NF	HOMO	2	Under paint (SE)	P1f	NAD
115 -20-10	Display	CT	12" ribbed tile	NF	Het	2	Most of display room ceiling	CT 1	NAD
115 -20-11	Display	Drywall	½" drywall	NF	Het	2	W. wall (up front)	DW 1	NAD
115 -20-12	Restroom	SCT	2x4 pins/fissures	NF	Het	2	Ceiling of restroom	SCT 1	NAD
115 -20-13	Above ceiling	Insulation	Fiberglass w/back paper	NF	Het	2	Stuffed above CT	KB 1	NAD
115 -20-14	SW Display	SCT	2x2 ant tracks/pins	NF	Het	2	8x21 area SW corner	SCT 2	NAD
115 -20-15	Breakroom	Glaze	Window glaze-ext.	NF	HOMO	2	Outside of windows	Glaze 1	NAD
115 -20-16	Breakroom	Glaze	Window glaze-int.	NF	HOMO	2	Inside of windows	Glaze 2	NAD
115 -20-17	Above ceiling	CT	12" CT white	NF	Het	2	Above SCT-throughout-orig.	CT 2	NAD
115 -20-18	Front-N	SCT	Textured 2x4	NF	Het	2	Most SCT by NE entry	SCT 2	NAD
115 -20-19	Front-N	SCT	Heavier texture 2x4	NF	Het	2	Some SCT-further West	SCT 3	NAD
115 -20-20	**Top Office**	**Plaster**	**Sand Plaster**	**NF**	**Het**	**2**	**Stairwell to upper office**	**SU1**	**4% Chrysotile**
115 -20-21	**Top Office**	**Plaster**	**Sand Plaster**	**NF**	**Het**	**2**	**N. wall-office**	**SU1**	**4% Chrysotile**
115 -20-22	**Top Office**	**Plaster**	**Sand Plaster**	**NF**	**Het**	**2**	**W. wall-office**	**SU1**	**4% Chrysotile**
115 -20-23	Top Office	Floor Tile	Dark Brown Floor tile	NF	Het	2	9x15 on floor of upper office	FT / M8	NAD
115 -20-24	Above Store	CT	12" Corn board	NF	Het	2	Above storage room (office)	CT 3	NAD

Notes: Many similar floor tile and replacements. All slightly different. Tiles marked with magic marker. Mid store. 30# felt under most tiles. SCT same found throughout.- multiple layers. 36x100 approx. showroom. Sheds had steel roofs..No windows. Open for most part. Paper on fiberglass is suspect materials.

Condition: 1=Good 2=Damaged 3=Significantly Damaged *NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

ASBESTOS BULK SAMPLE INVENTORY CONTINUED

Site Inspected (Address): [illegible] oject #: 20-131

Sample #	Room or Area	Material	Description	NF* or F	Homo or Het	Cond	Location	Homo Unit No.	% ACM
115 -20-25	**Basement**	**D. tape**	**Newer, white 2" tape**	**F**	**HOMO**	**1**	**Basement on some ducts-lots of ducts**	**DT1**	**90% Chrysotile**
115 -20-26	**Basement**	**D. tape**	**Gray Duct 2" tape**	**F**	**HOMO**	**1**	**Basement on older ducts-lots of ducts**	**DT2**	**90% Chrysotile**
115 -20-27	Basement	Mortar	Hard spray on blocks	NF	Het	2	Walls of basement	MR1	NAD
115 -20-08	Attic	Fiberglass/KB	KB on fiberglass	NF	Het	2	Under insulation	Ins 2	NAD
115 -20-29	Attic	Fiberglass/KB	KB on fiberglass	NF	Het	2	Under rolled insulation	Ins 3	NAD
115 -20-30	Attic	Fiberglass/KB	KB on fiberglass	NF	Het	2	Under rolled insulation	Ins 4	NAD
115 -20-31	Attic wall	Sheeting	Insulation fiber sheeting	NF	Het	2	Brown fibered coated black	Ins 5	NAD
115 -20-32	Basement	Plaster	Patch plaster-white	NF	Het	3	On duct on stairs to basement	SU3	NAD
115 -20-33	NE Warehouse	SCT	2x4 pins and fissures	F	Het	2	Pile 12-14" high on floor of W.H. (SCT)	SCT 5	NAD
115 -20-34	N. Warehouse	Drywall	5/8 gypsum board	NF	Het	2	Walls of vent storage room	DW 3	NAD
115 -20-35	N. Warehouse	Paint	Peeling	NF	Het	2	Ext. walls of N. warehouse	P2	NAD
115 -20-36	Propane storage	Insulation sheets	Black coated fiber, hard	NF	Het	2	Back wall of propane storage	Ins 6	NAD
115 -20-37	Beam shed	Drywall	3/8 gypsum board	NF	Het	2	SW corner of store	DW 2	NAD
115 -20-38	Roof-store	Shingles	Newer, black	NF	Het	2	On mans and part of roof	SL 1	NAD
115 -20-39	Roof-store	Felt	Newer felt	NF	Het	2	Felt under new shingles ( )	F3	NAD
115 -20-40	Roof-store	Shingles	Gray shingles	NF	Het	2	Next to black	SL 2	NAD
115 -20-41	Roof-store	Shingles	White shingles	NF	Het	2	Under other newer shingles	SL 3	NAD
115 -20-42	Roof-store	Felt	Under old shingles	NF	Het	2	Under old shingles	F4	NAD
115 -20-43	Roof	Blackjack	On seams of roof	NF	Het	2	Upper part on seams	BJ 1	NAD
115 -20-44	Restroom	Drywall mud	White, hard	NF	Het	2	Ext. walls of restroom	DWM 1	NAD
115 -20-45	Roof	Caulk	White butyl caulk	NF	Het	2	On seams of roof over store part	Caulk 1	NAD
115 -20-46									
115 -20-47									
115 -20-48									
115 -20-49									
115 -20-50									

Notes: No glue under paneling evident (West interior wall). Drywall under most paneling without mud. Drywall mud on restroom walls. No caulk evident on exterior of doors/windows-only on roof. Cold, windy, icy on day of inspection. Appears main display was built at one time and later rooms were added to the west wall Floor tile appears to run under office floors. Recommend re-inspection **after** asbestos removal. Display area=36 x100 approx. Outside buildings did not have suspect materials to sample for the most part.

Reminder List

*NAD= No Asbestos Detected **Bold Text means material contains Asbestos**

☐ Peeling Paint ☐ Lead Paint ☐ Mortar ☐ Wallpaper ☐ Grout ☐ Ceramic Tile Mastic ☐ Core-Linoleum ☐ Core Block Walls-Demo (Insulation Inside)

☐ Check if no TSI is evident Condition: 1= Good 2=Damaged 3=Significantly Damaged **Estimates are approximate. Contractor to verify. Not for third party use.**

Section III

Sample Invoice

Asbestos Inspections, Testing, & Training, Inc.
123 East Grand Street
Monticello, IA 52310
Phone: 319 465-5555 (Office)
Email: Email: asbestos121@gmail.com

Invoice

Date	Invoice #
March 1, 2020	21520-01

Bill To:
City of Bettendorf
Attention: John Soenksen
4403 Devils Glen Road
Bettendorf, IA 52722

Please Remit payment to:
Asbestos Inspections, Testing, & Training, Inc.
123 E. Grand St.
Monticello, IA 52310

PO # Project # 21520-01

Quantity	Description	Amount
1	**Property Address: 1026 Parkway Drive Bettendorf, IA 52722**	
	Asbestos Inspection: ☐ Renovation ■ Demolition ☐ Partial (Renovation)_____	**$**
	Bulk Samples listed on Homogenous Inventory _____	**$**
	Rush Analysis (if any)_____	**$**
	Rush Delivery (if any)_____	**$**
	Postage & Handling_____	**$**
	Disposal Fee for Samples (Environmental Fee)_____	**$**
	Re-evaluation after tenant leaves	**$**
	Re-inspection after asbestos is removed	**$**
	Quote	**$473**

Subtotal:	**$473**
Credits: (For Non Profit)	_____
Balance Due:	**$473**

Company Policy on Invoicing:
Payment is due in full immediately upon completion of work. Interest will accrue at 1 ½% per month from the 10th day after completion until paid in full for any unpaid balance not collected upon completion. On payments received it is our policy to apply the amount received on interest first then to principal. Any remaining balance then shall be principal owed and shall be re-billed after payment is received. Reasonable attorney fees will be assessed for collection. By agreement of the parties the venue for judgments shall be Jones County, Iowa if that is necessary.

***Note: The full amount of fee is due when an inspection is characterized and solicited as a fire training and it does not occur. Each year we plan our charitable giving to the fire departments of Iowa, by discounting our inspections, for them. This is our choice for giving to non-profits, who benefit others. If the fire department does not get to practice- for whatever reason, the full amount is due and the building owner is responsible. Our standard fee is $250-$400 depending on distance plus $25.00 per sample, as listed on the Homogenous Bulk Inventory, plus shipping and handling and environmental disposal costs. Minimum fee $600.00 per address, as a rule.**

God Bless America, It's Firefighters and Soldiers!

We appreciate your business!!

Stephen J. Intlekofer
Asbestos Inspector
Iowa Licensed

Aspec Environmental Testing, Inc.
310 3rd Street, Rock Island, Illinois 61201
Phone 309-315-3993 e-mail 1aspec@msn.com

February 24, 2020

Mr. John Soenksen
City of Bettendorf
4403 Devils Glen Rd.
Bettendorf, Iowa 52722

RE: Asbestos Evaluation Bid

Dear Mr. Soenksen

The following cost is for the asbestos inspections of 22 residential properties located in the city of Bettendorf, Iowa. The inspections will be performed per EPA, NESHAPS and OSHA 29 CFR 1926.1101, which require three samples to be taken of each homogeneous area. All samples taken will be analyzed to the first positive of each homogeneous area.

Per House cost.....$460.00
(Four Hundred Sixty Dollars)

Total Inspection Cost.....$10,120.00
(Ten Thousand One Hundred Twenty Dollars)

Note: Houses that are occupied at the time of the inspection may have suspect material that will be inaccessible due to the destructive sampling method needed to access the material.

The above costs for the asbestos inspections include inspection, analysis results of samples and all consumables required to complete the work. If you have any questions or concerns regarding this cost, please feel free to contact me at the number listed above. Thank you for allowing Aspec to be of a service to you.

Respectfully,
Aspec Environmental Testing, Inc.

Alan E. Atkinson
President

Proposal

Proposal Submitted To:

City Of Bettendorf
John Soenksen
4403 Devils Glen Road
Bettendorf, Iowa 52722

Project & Address:

Testing 22 homes

Throughout
Bettendorf
Bettendorf, Iowa 52722

Phone: 563-344-4083 **Date:** 02/14/2020
Fax: **Email:** jsoenksen@bettendorf.org

7224 Jebens Ave.
Davenport, IA 52806
Phone: 563-323-2849
Fax: 563-323-2839

WE HEREBY PROPOSE to furnish all the materials, equipment and perform all labor for the completion of:
Proposal for sampling/testing 22 houses. Price is $700 per house.

PROPOSAL INCLUDES: (1) All lab fees
State of Iowa sampling/testing

OWNER'S RESPONSIBILITIES *(initials required on all lines):* (1) Removal of all items from work area _____

MISC. ACKNOWLEDGMENTS *(initials required on all lines):* (1) Asbestos testing is destructive by nature, and the owner will not hold Advanced Environmental responsible for any damage done by sampling _____

WE PROPOSE to furnish material and labor, complete in accordance with the above specifications for the sum of:
Fifteen Thousand Four Hundred Dollars ($15,400.00)

TERMS: 100% due on completion

All work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to specified practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. We carry general liability insurance and our workers are fully covered by workers compensation insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 90 days.

Respectfully Submitted,

ADVANCED ENVIRONMENTAL TESTING AND ABATEMENT, INC

Steven Goebel

ACCEPTANCE OF PROPOSAL The price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined above.
Signature: _____ Date: _____

Name & Title(PRINT): _____

REGULATORY COMPLIANCE MANAGEMENT
Environmental, Health and Safety Services

February 24, 2020

Mr. John Soenksen
City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

Re: Proposal for Limited Asbestos Survey Services
Various Properties in Bettndorf Iowa
Parkway, Crestview, Holly, Cypress and Greenway

RCM Proposal No. 2020-P0086-R00

Mr. Soenksen:

Regulatory Compliance Management (RCM) is pleased to present the following proposal to provide Limited Asbestos Survey Services at the above-referenced site.

We thank you for the opportunity to present this proposal. If you have any questions or comments regarding this document, please do not hesitate to contact us at (708) 485-8600.

Respectfully submitted,
Regulatory Compliance Management (RCM)

Scott McDowell
Senior Project Manager

Limited Asbestos Survey Services
Various Properties in Bettndorf Iowa
Parkway, Crestview, Holly, Cypress and Greenway

1.0 INTRODUCTION

Regulatory Compliance Management (RCM) is pleased to submit the following proposal to provide Limited Asbestos Survey Services at various homes (22 properties in total) located on Parkway, Crestview, Holly, Cypress and Greenway in Bettendorf, IA. This document shall serve as our proposal to provide these services.

RCM is committed to serving City of Bettendorf by placing safety first; adhering to all pertinent safety and health regulations, policies, and guidelines; providing cost containment; rapid response and turnaround time; and working independent of, yet in concert with City of Bettendorf personnel.

2.0 SCOPE OF SERVICES

In order to achieve project objectives, RCM proposes to provide the following scope of services:

- Provide one federally accredited Asbestos Building Inspector to collect samples of suspect asbestos-containing materials at the direction of the client. Samples of each homogeneous material shall be collected in accordance with OSHA 29 CFR 1926.1101.
- Submit samples to an American Industrial Hygiene Association (AIHA) National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis. Samples shall be analyzed by the EPA recommended Polarized Light Microscopy (PLM) method. If PLM analysis of floor tile analysis indicates no asbestos detected, the EPA requires that additional analysis be conducted using Transmission Microscopy. Submit samples to a NVLAP accredited TEM laboratory for analysis.
- Generate a written report detailing sampling methodology, results and interpretations. The report will be delivered within ten (10) business days of field work completion.

3.0 COMPENSATION

RCM proposes to complete this project in accordance with the compensation detailed on the attached price quotation sheet. Additional work required by the client, including consultation and/or contacts with the client beyond that which is necessary to complete the project report, additional time spent in meetings, extended client contacts, etc., will be billed to the client as an additional cost to the project, but only after prior written authorization from the client. Invoices for completed work will be issued every four weeks for continuous or extended projects unless otherwise agreed.

4.0 SCHEDULING

RCM estimates that its work can commence with 48-hour advance notice and upon receipt of a signed copy of this agreement or purchase order incorporating the terms of this agreement.

5.0 AUTHORIZATION

In order to authorize us to proceed, please fill out and sign the attached Price Quotation Sheet and return the signed authorization copy to us. The attached Terms and Conditions are hereby incorporated as part of this proposal.

5400 East Ave • Countryside, IL 60525-3135 • 708 485 8600 • FAX : 708 485 8607 www.rcminc.com

REGULATORY COMPLIANCE MANAGEMENT
Environmental, Health and Safety Services

PRICE QUOTATION

PROPOSAL #: 2020-P0086-R00

Company:	City of Bettendorf	Proposed Service:	Limited Asbestos Survey Services
Contact:	Mr. John Soenksen	Proposal Date:	February 24, 2020
Address:	4403 Devils Glen Road Bettendorf, IA 52722	Quote Given by:	Scott McDowell
		Project Name:	Various Properties in Bettndorf Iowa
Phone #:	(000) 000-0000	Project Site:	Parkway, Crestview, Holly, Cypress and Greenway
Fax #:		Requested Start Date:	February 20, 2020

Quantity	Units	Service Description	Unit Price	Extended Price
		Limited Asbestos Survey Services		$3,985.00
			TOTAL:	**$3,985.00**

NOTES: (1)

(2)

PROPOSAL ACCEPTED BY: _____

(Signature and Title) (Date)

Please complete the following information for billing purposes:

PURCHASE ORDER: _____ ***and/or*** **YOUR REFERENCE:** _____

Please review the above referenced information to ensure that the content is consistent with your desired scope of work. Should the aforementioned scope of work be deemed acceptable, please return a signed copy of this proposal to RCM, or a written P.O. incorporating the terms of this agreement as your authorization to proceed. Our General Terms and Conditions are hereby incorporated as part of any services provided in accordance with this price quotation.

Created on 2/24/2020 11:01:00 AM

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GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES

Regulatory Compliance Management (RCM) shall perform the services as defined in proposal, #**2020-P0086-R00** and in accordance with the provided price quotation. Charges for additional services will be made in accordance with RCM's standard fee schedule. This offer will be valid for ninety (90) days unless otherwise stated.

2. RIGHT OF ENTRY

Client grants to RCM the right of entry to the project site(s) by its employees, agents and subcontractors, to perform the services. If Client does not own the site, Client warrants and represents to RCM that it has authority and permission of owner and occupant of the site to grant right of entry to RCM.

3. PAYMENT TERMS

For short duration projects lasting thirty (30) days or less, RCM will submit invoices to Client upon completion of services. Monthly invoices will be submitted for longer duration projects. Payment is due within thirty (30) days from invoice date. Client agrees to pay interest of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. The fees and expenses due to RCM are net amounts to be received by RCM, exclusive of all sales, use, withholding, excise, value added, and ad valorem taxes incurred by Client or imposed on RCM in the performance of this Agreement or otherwise due as a result of this Agreement. Client shall pay any and all such taxes and charges, whether directly to the appropriate taxing authority or by reimbursing RCM for payments it made on Client's behalf. Attorney's fees, collecting fees or other costs incurred in collecting delinquent amounts shall be paid by Client. If this contract is a subcontract to Client's contract with another party, Client agrees to pay RCM for its services in accordance with this agreement, regardless of whether or not Client has been paid by its client. In the event that RCM personnel are called or subpoenaed for depositions, examinations or court appearances with respect to work done under this proposal, RCM shall be reimbursed for time spent at its standard rates plus expenses.

4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by RCM in providing its services under this contract, are instruments of RCM's service, but shall be property of Client. RCM shall have the right to retain copies of all such materials. Except as otherwise specified in the contract, RCM shall have no obligation to retain any documents for more than one (1) year or such longer period as required by applicable law. Project documentation will be provided for the sole benefit of Client and may not be relied upon by other parties.

5. STANDARD OF CARE

RCM's services shall be performed in accordance with generally accepted industry principles and practices. Except as set forth herein, RCM makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by RCM to Client.

6. LIMITATION OF LIABILITY

The liability of RCM for damages or alleged damages for any item of work or services under this project, whether in contract, tort or otherwise, is limited to, and will not exceed, the amount of the fees actually paid to RCM for the applicable item of work or service to a maximum limit of $50,000.00 per site.

7. AMENDMENTS; ASSIGNMENTS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of RCM.

8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. Termination will become effective twenty (20) days after receipt of notice by the breaching party unless the events(s) giving rise to the breach are remedied within that time frame. Termination of this Agreement shall not affect Client’s obligation to pay any amounts payable in respect of any services performed by RCM prior to the date of termination. In the event that RCM determines there may be a significant risk that RCM's invoices may not be paid on a timely basis, RCM may suspend performance and/or retain any reports or other information until Client provides RCM with adequate assurances of payment. RCM will provide a written notification to the Client should this policy be implemented.

9. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against RCM arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless RCM shall have received within twelve (12) months after completion of services under this contract a written notice specifying the alleged defects in RCM's performance or other breach.

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10. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss of value or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

11. ALTERNATIVE DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have the authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business including (a) a statement of the party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will be representing that party. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the dispute has not been resolved by negotiation within 45 days of the disputing party's notice, the parties shall endeavor to resolve any dispute arising out of or relating to this agreement by mediation under the CPR Institute for Dispute Resolution (CPR) Mediation Procedure. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

12. SAFETY

RCM's responsibility for the safety on site shall be limited to its own personnel and its subcontractors who are directly affected by RCM's work on site. RCM shall have no responsibility to correct or stop any unsafe activities on site performed by personnel other than RCM's employees or subcontractors. RCM shall, if requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

13. EXISTING SITE INFORMATION

Client shall furnish or cause to be furnished to RCM all information available to Client and reasonably requested by RCM that relates in any matter to services performed by RCM at the site. RCM shall be entitled to rely upon the information provided by Client and RCM shall not be liable for the failure of the Client, any agent of the Client, or any owner or occupant of the site to provide RCM with such information.

14. DELAYS IN WORK

RCM will not be responsible for delays in the work caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as separate item in the contract or other mutually agreed upon document.

15. INDEMNIFICATION

Client will hold harmless, defend and indemnify RCM and its officers, directors, employees and agents (each, an "Indemnified Party") against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) which an Indemnified Party may suffer or incur arising out of or based upon the performance of services by RCM under this contract, except to the extent caused by the gross negligence or willful misconduct of RCM.

16. UTILITIES

In the execution of any subsurface exploration RCM will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold RCM harmless for any damages to subterranean structures that it is not made aware of or correctly shown on the plans furnished.

17. LIMITATIONS ON SCOPE OF SERVICES

RCM has no role in generating, treating, storing, or disposing of any hazardous materials or wastes which may be present at the site, and which shall at no time become the property of RCM. Client further recognizes that if samples are collected, subsurface conditions including subsurface contamination may vary from those encountered at the locations where soil samples, monitoring wells, surveys, or explorations are made by RCM and that the data interpretations and recommendations of RCM's personnel are based solely on the information available to them on the date of RCM's site visit and should not be relied upon to represent conditions at any other point in time since conditions may change from day to day. RCM will be responsible for this data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

18. GOVERNING LAW

These Terms and Conditions shall be governed by the internal laws of the State of Illinois.

END

5400 East Ave • Countryside, IL 60525-3135 • 708 485 8600 • FAX : 708 485 8607 www.rcminc.com

Enviro*NET*, Inc.
Professional Environmental Services
1225 East River Drive #130
Davenport, IA 52803-5752
WOSB / IOWA TSB / CERTIFIED by SBA

Phone: 563-323-2262
www.environetmidwest.com

February 24, 2020

John Soenksen
Bettendorf Community Development Department
4403 Devils Glen Road
Bettendorf, IA 52722

SUBJECT: ASBESTOS EVALUATION BID – ATTENTION JOHN SOENKSEN

Dear Mr. Soenksen:

Thank you for the opportunity to bid on the asbestos testing/evaluation of up to 22 homes. Please see below for the total project cost, as requested. We are capable of doing more or less homes, as needed. Certificate of Insurance and support documentation to follow, upon request.

Total Project Cost (22 homes) $10,890.00
Each house $495.00

We appreciate the consideration to be of service on this project and look forward to working with you. If you have any questions, please contact David Wildharber or me at (563)323-2262 or david@environetmidwest.com or molly@environetmidwest.com.

Sincerely,

ENVIRO*NET*, INC

Molly E. Arp Newell, PG, CHMM
President
ACM Inspector

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: John Soenksen

ITEM TITLE: Resolution approving and awarding the contract for hiring a closing agent (attorney) for properties involved in the flood grant buy-out program.

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Bettendorf was awarded funds that were available from the flood grant program through Iowa Homeland Security and Emergency Management Division (HSEMD). Prior to acquiring the properties, the City must secure a "closing agent" (real estate attorney) to handle all aspects of the related property purchases.

A bid tabulation is attached to this report detailing the bid responses. The best and most responsible bid for the requested professional legal service was from Marc Gellerman of Bettendorf, Iowa for a total bid price of $12,500 plus $175 per hour for unanticipated issues. To ensure equal evaluation of the related bids, staff will require current homeowners to update (continue) the associated abstracts.

HSEMD has reviewed the bids and the bidding process and determined them to be acceptable for this grant.

Staff recommends awarding of the contract to Marc Gellerman of Bettendorf, Iowa.

If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source:
The Flood Buyout Grant will fund the majority (85%) of the costs of this project.

List Attachments:
Resolution; Bid tabulation; bids.

RESOLUTION NO.____-20

RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR HIRING A CLOSING AGENT (ATTORNEY) FOR PROPERTIES INVOLVED IN THE FLOOD GRANT BUY-OUT PROGRAM

WHEREAS, a bid request was sent to qualified area attorneys to serve as the City's closing agent for properties in the flood zone under consideration for demolition; and

WHEREAS, Marc Gellerman, of Bettendorf, Iowa submitted the lowest responsible bid for the project in the amount of $12,500 with the potential of an additional $175 per hour for unanticipated issues involved in the successful closing of each property; and

WHEREAS, staff is recommending that Marc Gellerman of Bettendorf, Iowa be selected as the closing agent attorney for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for Marc Gellerman of Bettendorf, Iowa is approved.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

BID TAB

Bid Opening

Feb.24, 2020

Closing Agent (attorney) services
for various property acquisitions
in the flood zone within the City
of Bettendorf.

Michael Gorsline, Davenport, IA——————**$14,234** (services)

Pearson Bollman Law, Bettendorf, IA————NO BID

Marc Gellerman Law, Bettendorf, IA————**$12,500** (services)
$1,400-$4,500 (abstracting)
Additional $175/hour for unanticipated issues.

Teitle Law (Justin), Bettendorf, IA——————NO BID

To insure equal evaluation of the above bids, staff will require current homeowners to update (continue) associated abstracts.

VOLLERTSEN, BRITT & GORSLINE P.C.
ATTORNEYS AT LAW

Jack R. Vollertsen (1909-1982)
Dennis J. Britt (Retired)
Michael L. Gorsline
Monique C. Gorsline*
Leslie E. Aboud*

5119 Utica Ridge Road
Davenport, Iowa 52807-3062
www.vb-law.com

Phone
(563) 324-0441
Fax
(563) 324-0936
*Also Admitted in Illinois

February 18, 2020

Via Email: jsoenksen@bettendorf.org
John Soenksen
Community Development Director/Flood Zone Administrator
City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

Re: Closing Agent Bid for Flood Zone Homes

Dear John:

Vollertsen, Britt & Gorsline, P.C. would like to submit the following bid to act as Closing Agent for the City of Bettendorf purchase of twenty-two (22) flood zone homes.

- Title Search = $3,850.00 ($175.00 per closing)
- Title Guarantee Certificate = $3,080.00 ($140.00 per closing)
- Settlement Fee = $6,600.00 ($300.00 per closing)
- Closing Costs = $704.00 ($32.00 to record each deed including deed restriction – 5 pages)
- Abstracting Costs = To be paid by Sellers
- All other legal documents, filings, and duties = Included Above

Total Bid = $14,234.00

Thank you for your consideration.

Sincerely,

Michael L. Gorsline

MLG/lea

Marc Gellerman

ATTORNEY AT LAW

reclosers1@gmail.com

1987 SPRUCE HILLS DRIVE • BETTENDORF, IOWA 52722 • TELEPHONE (563) 359-3646 • FAX (563) 359-3647

February 21, 2020

John Soenksen
City Planner / Flood Zone Administrator
4403 Devils Glen Road
Bettendorf, Iowa 52722

RE: Bid for Title Work on 22 home purchases by City of Bettendorf

Dear John:

Pursuant to your request for a bid, I am bidding my services for Abstracting, Closing and any related legal work for the acquisition of twenty-two properties by the City of Bettendorf, pursuant to the bid request. The proposal is as follows:

1. I will provide closing, settlement agent services and final Abstract Continuations required to issue final Title Guaranty Certificates to the City of Bettendorf from Iowa Title Guaranty on all twenty-two transactions. The total bid is $12,500. This bid includes the Title Commitment and Closing Protection Letter.

2. If the seller is not represented and abstracting is required, I will provide those abstracting services separately per file. This abstracting process will cover all abstracting required to enable the issuance of a Title Commitment to the City of Bettendorf from Iowa Title Guaranty. The abstracting fees will range from a minimum charge of $140 for a brief continuation (ie: an Abstract that is brought up within a couple of years) to a maximum charge of $450 (ie: an Abstract that involves a longer period of time to be brought up to date). The Abstracts will be billed at my customary rate (within the pricing parameters referenced above), with a quote for each Abstract Continuation to the City upon receiving the Abstract from the seller.

3. In the event the seller does not have or cannot provide an Abstract to a particular file, the fee will be $750 to create a new Abstract for the transaction. The bid request already assumes there is an additional charge per property of $140 to Iowa Tile Guaranty for issuance of said Title Policy.

4. Any further legal work, clearing up of Title problems or work outside the scope of acting as a Settlement Agent (including obtaining of the Deed restriction) will be

billed at an hourly rate of $275 per hour, with the scope of work being quoted and pre approved by the City of Bettendorf, on an ongoing basis.

5. Any costs, such as recording, Transfer Stamps, liens, special assessments, tax sales, or unpaid taxes shall be the responsibility of either the seller or the City of Bettendorf. Any in coming wire fees will not be charged to the City of Bettendorf as they are included as part of the bid in paragraph number 1.

The bid stated assumes that closings will take place in Bettendorf, Iowa at the office of Marc Gellerman, 1987 Spruce Hills Drive, Bettendorf, Iowa 52722.

If you have any concerns or questions, please call (563-359-3646) or email me (reclosers1@gmail.com) me with any questions.

Very truly yours,

Marc Gellerman
Attorney @ Law

MG/cag

COUNCIL LETTER

MEETING DATE: March 3, 2020
REQUESTED BY: Michelle Spencer

VISION:

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

ITEM TITLE:

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL FOR CRAWFORD BREW WORKS, OSCAR'S PUB AND SCRUB PUB; AND A NEW LIQUOR LICENSE FOR ZEKE'S ISLAND CAFE.

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

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

A criminal history background check has been conducted.

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

ATTACHMENTS:

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

RESOLUTION _____ - 20

RESOLUTION APPROVING LIQUOR LICENSE RENEWALS FOR CRAWFORD BREW WORKS, OSCAR'S PUB AND SCRUB PUB; AND A NEW LIQUOR LICENSE FOR ZEKE'S ISLAND CAFE

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 3rd day of March, 2020.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Applicant **License Application (LC0044294)**

Name of Applicant: CRAWFORD BREW WORKS, LLC

Name of Business (DBA): Crawford Brew Works

Address of Premises: 3659 Devil's Glen Road

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 332-0243

Mailing 3659 Devil's Glen Road

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Deborah Davis

Phone: (319) 621-1977 **Email** ddavis@crawfordbrewworks.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/01/2020

Expiration Date: 03/31/2021

Privileges:

Brew Pub

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Ian Frink

First Name: Ian **Last Name:** Frink

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: Member

% of Ownership: 20.00% **U.S. Citizen: Yes**

Bruce Grell

First Name: Bruce **Last Name:** Grell

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: Member

% of Ownership: 20.00% **U.S. Citizen: Yes**

Robert Frink

First Name: Robert **Last Name:** Frink

City:	Rock Island	**State:**	Illinois	**Zip:**	61201
Position:	Member				
% of Ownership:	20.00%	**U.S. Citizen: Yes**			

Keith Gerks

First Name:	Keith	**Last Name:**	Gerks		
City:	Princeton	**State:**	Iowa	**Zip:**	52768
Position:	Member				
% of Ownership:	20.00%	**U.S. Citizen: Yes**			

Adam Isaacson

First Name:	Adam	**Last Name:**	Isaacson		
City:	Bettendorf	**State:**	Iowa	**Zip:**	52722
Position:	Member				
% of Ownership:	20.00%	**U.S. Citizen: Yes**			

Insurance Company Information

Insurance Company:	EMCASCO Insurance Company		
Policy Effective Date:	04/01/2020	**Policy Expiration**	03/31/2021
Bond Effective		**Dram Cancel Date:**	
Outdoor Service Effective		**Outdoor Service Expiration**	
Temp Transfer Effective		**Temp Transfer Expiration Date:**	

Applicant **License Application (LC0045168)**

Name of Applicant: Oscar's Pub LLC

Name of Business (DBA): Oscar's Pub

Address of Premises: 5027 Competition Drive

City Bettendorf **County:** Scott **Zip:** 52722

Business (309) 737-1072

Mailing 6871 PRAIRIE GRASS LN

City BETTENDORF **State** IA **Zip:** 52722

Contact Person

Name Amy L Gutknecht

Phone: (309) 737-1072 **Email** amyleeqc@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/18/2020

Expiration Date: 03/17/2021

Privileges:

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Amy Gutknecht

First Name: Amy **Last Name:** Gutknecht

City: BETTENDORF **State:** Iowa **Zip:** 52722

Position: owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Applicant **License Application (BB0036845)**

Name of Applicant: QC Scrub Pub, LLC

Name of Business (DBA): Scrub Pub

Address of Premises: 2124 State Street

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 355-5716

Mailing 6046 Valley Dr

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Jeremy Lang

Phone: (563) 579-5413 **Email** qcscrubpub@gmail.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 04/07/2020

Expiration Date: 04/06/2021

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Jeremy Lang

First Name: Jeremy **Last Name:** Lang

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: President

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Illinois Union Insurance Company

Policy Effective Date: 04/07/2020 **Policy Expiration** 04/07/2021

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective **Temp Transfer Expiration Date:**

Applicant **License Application (**)

Name of Applicant: Lumpy's Inc

Name of Business (DBA): Zeke's Island Cafe

Address of Premises: 842 Middle Road

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 499-0550

Mailing 3541 Jersey Ridge Rd Apt 509

City Davenport **State** IA **Zip:** 52807

Contact Person

Name Jason Stewart

Phone: (563) 468-0304 **Email** zekesisqc@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/15/2020

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Jason Stewart

First Name: Jason **Last Name:** Stewart

City: Davenport **State:** Iowa **Zip:** 52807

Position: President

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Specialty Risk of America

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective **Temp Transfer Expiration Date:**

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
520-0000-113.00-00		106539	MISCELLANEOUS	3/4/2020	BETTINVEST	176.61	2720 DEVILS GLEN RD
520-0000-113.00-00		106540	MISCELLANEOUS	3/4/2020	BUXTON	15.99	2708 HAWTHORN DR
520-0000-113.00-00		106545	MISCELLANEOUS	3/4/2020	EMMICK	75.66	3170 PARKWILD DR 1A
520-0000-113.00-00		106550	MISCELLANEOUS	3/4/2020	CRUMBAUGH	25.00	1612 CENTRAL AVE
520-0000-113.00-00		106560	MISCELLANEOUS	3/4/2020	FRANQUE	11.41	4098 LILLY CT
520-0000-113.00-00		106572	MISCELLANEOUS	3/4/2020	INGLEBY	86.94	3345 SUNNY HILL DR
520-0000-113.00-00		106580	MISCELLANEOUS	3/4/2020	JACOBS NICHOLAS	15.85	5882 VANDERGINST CT
520-0000-113.00-00		106581	MISCELLANEOUS	3/4/2020	JENTZ	35.57	722 TEN PLUS ST
520-0000-113.00-00		106588	MISCELLANEOUS	3/4/2020	MCI PROPERTIES	10.23	2504 OLYMPIA DR
520-0000-113.00-00		106589	MISCELLANEOUS	3/4/2020	MCSHANE PROPER	12.46	1311 SPRUCE HILLS DR
520-0000-113.00-00		106592	MISCELLANEOUS	3/4/2020	NAJAFALI	159.60	6503 BLACKBERRY LN
520-0000-113.00-00		106597	MISCELLANEOUS	3/4/2020	PURI	85.69	3016 WELSHIRE DR
520-0000-113.00-00		106601	MISCELLANEOUS	3/4/2020	RANDALLMATTHEW	161.48	1904 OAK ST
520-0000-113.00-00		106608	MISCELLANEOUS	3/4/2020	SIEH	72.65	899 HILLSIDE DR
520-0000-113.00-00		106611	MISCELLANEOUS	3/4/2020	STEVERSON	85.93	2707 HAWTHORN DR
520-0000-113.00-00		106622	MISCELLANEOUS	3/4/2020	WARRENVIRGINIA	7.21	20 OAKBROOK PL
520-0000-113.00-00		106623	MISCELLANEOUS	3/4/2020	WILLS	84.85	3525 WINSTON DR #1
			Total for Fund	**520**	**SEWER UTILITY**	**1,123.13**	
			Department	**N/A**			
722-0000-233.00-00		2000426	WAGEWORKS	2/5/2020	INV1910330	4,026.87	FLEX CLAIMS
722-0000-233.00-00		2000431	WAGEWORKS	2/12/2020	INV3003187	1,827.00	FLEX CLAIMS
			Total for Fund	**722**	**125/PLAN**	**5,853.87**	
			Department	**N/A**			
810-0000-205.02-00		2000443	MUNICIPAL FIRE & POLICE	2/14/2020	02/14 PAYDATE A	34,939.49	CITY SHARE POLICE PENSION
810-0000-205.04-00		2000443	MUNICIPAL FIRE & POLICE	2/14/2020	02/14 PAYDATE C	19,852.88	CITY SHARE FIRE PENSION
810-0000-205.05-00		2000444	INTERNAL REVENUE SERVICE	2/14/2020	27044964780348	70,672.89	FEDERAL W/H TAX
810-0000-205.06-00		2000447	TREASURER,STATE OF IOWA	2/14/2020	45003345	28,931.34	02/14 PAY DATE IA W/H TAX
810-0000-205.07-00		2000440	ILLINOIS DEPARTMENT OF REVENUE	2/14/2020	2-110-363-488	1,693.55	ILLINOIS STATE W/H TAX
810-0000-205.08-00		2000444	INTERNAL REVENUE SERVICE	2/14/2020	27044964780348A	63,371.46	FICA W/H TAX
810-0000-205.09-00		2000444	INTERNAL REVENUE SERVICE	2/14/2020	27044964780348B	21,532.18	MEDICARE W/H TAX
810-0000-205.10-00		2000445	IPERS COLLECTIONS	2/14/2020	120846871	31,790.91	EMPLOYEE SHARES IPERS
810-0000-205.10-00		2000445	IPERS COLLECTIONS	2/14/2020	120846871A	47,711.49	CITY SHARE IPERS

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
810-0000-205.11-00		2000443	MUNICIPAL FIRE & POLICE	2/14/2020	02/14 PAY DATE	13,454.80	EMPLOYEE SHARE POLICE PENSION
810-0000-205.12-00		2000443	MUNICIPAL FIRE & POLICE	2/14/2020	02/14 PAYDATE B	7,645.13	EMP SHARE FIRE PENSION
810-0000-205.15-00		106518	AMERICAN FUNDS SERVICE COMPAN	2/28/2020	20200228	50.00	PAYROLL SUMMARY
810-0000-205.15-00		106527	LEGALSHIELD	2/28/2020	20200228	126.61	PAYROLL SUMMARY
810-0000-205.15-00		106532	WASHINGTON NATIONAL LIFE INSUR	2/28/2020	20200228	35.05	PAYROLL SUMMARY
810-0000-205.15-00		2000438	AFLAC	2/14/2020	PR DATE 02/14	174.46	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2000446	AMERICAN FUNDS ROTH IRA WIRE	2/14/2020	02/14 PAY DATE	100.00	AFTER TAX ROTH IRA CONTRIBUTIONS
810-0000-205.15-00		2000448	ICMA RETIREMENT TRUST - 457	2/14/2020	284497	2,485.99	AFTER TAX ROTH IRA
810-0000-205.17-00		106517	AFSCME/IOWA COUNCIL 61	2/28/2020	20200228	1,020.00	PAYROLL SUMMARY
810-0000-205.17-00		2000436	BETT.PROF.FIREFIGHTERS ASSOC.	2/14/2020	PR DATE 02/14	529.25	UNION DUES
810-0000-205.17-00		2000437	BETT.PEACE OFFICERS ASSOC.	2/14/2020	PR DATE 02/14	360.00	UNION DUES
810-0000-205.19-00		2000442	COLLECTION SERVICES CENTER	2/14/2020	1800417	2,450.80	CHILD/ SPOUSE SUPPORT
810-0000-205.20-00		106526	COMMUNITY HEALTH CHARITIES IOW	2/28/2020	20200228	26.00	PAYROLL SUMMARY
810-0000-205.20-00		106531	UNITED WAY	2/28/2020	20200228	575.38	PAYROLL SUMMARY
810-0000-205.21-00		106522	CITY OF BETTENDORF	2/28/2020	20200228	13,120.00	PAYROLL SUMMARY
810-0000-205.22-00		106522	CITY OF BETTENDORF	2/28/2020	20200228A	120.00	PAYROLL SUMMARY
810-0000-205.23-00		106519	ANCHOR NATIONAL LIFE INSURANCE	2/28/2020	20200228	576.13	PAYROLL SUMMARY
810-0000-205.23-00		106523	CITY OF BETTENDORF/125 PLAN	2/28/2020	20200228	4,442.61	PAYROLL SUMMARY
810-0000-205.23-00		106524	CITY OF BETTENDORF/125 PLAN	2/28/2020	20200228	2,009.14	PAYROLL SUMMARY
810-0000-205.23-00		106525	CITY OF BETTENDORF/125 PLAN	2/28/2020	20200228	1,377.97	PAYROLL SUMMARY
810-0000-205.23-00		106528	LINCOLN LIFE	2/28/2020	20200228	1,436.26	PAYROLL SUMMARY
810-0000-205.23-00		106529	OHIO NATIONAL LIFE INSURANCE CO	2/28/2020	20200228	662.45	PAYROLL SUMMARY
810-0000-205.23-00		106530	PACIFIC LIFE INSURANCE COMPANY	2/28/2020	20200228	491.41	PAYROLL SUMMARY
810-0000-205.23-00		2000439	GREAT AMERICAN PLAN ADMINISTRA	2/14/2020	PR DATE 02/14	563.76	02/14 CONTRIBUTIONS
810-0000-205.23-00		2000441	NATIONWIDE RETIREMENT SOLUTIO	2/14/2020	02/14 PAY DATE	516.47	457 CONTRIBUTIONS
810-0000-205.23-00		2000448	ICMA RETIREMENT TRUST - 457	2/14/2020	284478	47,384.86	457 CONTRIBUTIONS
810-0000-205.28-00		106529	OHIO NATIONAL LIFE INSURANCE CO	2/28/2020	20200228A	85.12	PAYROLL SUMMARY
810-0000-205.28-00		106530	PACIFIC LIFE INSURANCE COMPANY	2/28/2020	20200228A	161.62	PAYROLL SUMMARY
810-0000-205.28-00		2000448	ICMA RETIREMENT TRUST - 457	2/14/2020	284478A	4,534.73	457 LOAN PAYMENTS
810-0000-205.29-00		106596	PRINCIPAL LIFE INSURANCE COMPAN	3/4/2020	011720	1,924.10	SUPPLEMENTAL LIFE
810-0000-205.29-00		106596	PRINCIPAL LIFE INSURANCE COMPAN	3/4/2020	021720	1,924.10	SUPPLEMENTAL LIFE
810-0000-205.99-00		106520	BETTENDORF POLICE BENEVOLENT	2/28/2020	20200228	96.00	PAYROLL SUMMARY
810-0000-205.99-00		106521	CITY OF BETTENDORF	2/28/2020	20200228	338.61	PAYROLL SUMMARY
810-0000-205.99-00		2000435	IOWA C.O.P.S.	2/14/2020	PR DATE 02/14	53.00	02/14 CONTRIBUTIONS

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Fund 810 LIABILITY CLEARING ACCT.			**431,348.00**	
			Department N/A				
			Total for Department			**438,325.00**	
001-0101-460.22-14		106512	NETWORK IMAGING SOLUTIONS INC	2/19/2020	0724031-IN	3,595.51	CENSUS POSTCARD POSTAGE
001-0101-460.22-14		106593	NETWORK IMAGING SOLUTIONS INC	3/4/2020	0724610-IN	2,950.27	SET UP PRINTING CENSUS POSTCARD
001-0101-460.22-90		106553	EIDE AND HEISINGER, LLC	3/4/2020	022420	7,500.00	PROF SERVICES LEGISLATIVE
001-0101-460.23-07		106567	HY-VEE, INC. PW & AD	3/4/2020	4811466088	39.90	water
001-0101-460.23-40		106567	HY-VEE, INC. PW & AD	3/4/2020	4810849999	60.00	FUNERAL FLOWERS FOR DON WELLS FATHER
			Total for Fund 001 GENERAL FUND			**14,145.68**	
			Department Mayor & Council				
684-0105-494.22-08		106577	IOWA COMMUNITIES ASSURANCE PC	3/4/2020	283909A	1,217.00	ADDITIONAL PROPERTY COVERAGE 7/1/19-7/1/2020
684-0105-494.22-60		106511	GREEN BUICK GMC INC.	2/19/2020	147307	371.86	REPAIR TRANSIT VEHICLE
684-0105-494.22-68		106513	REYNOLDS MOTOR COMPANY	2/19/2020	FOCB584838	6,569.17	MIDAMERICAN ENERGY VEHICLE DAMAGE CLAIM
684-0105-494.22-68		106516	RODRIGUEZ, ANN ELAINE	2/26/2020	021020	2,198.78	ANN (CURRY) RODRIGUEZ CLAIM
684-0105-494.22-68		106577	IOWA COMMUNITIES ASSURANCE PC	3/4/2020	ICP053710A1	1,464.47	KEVIN LUZE CLAIM
684-0105-494.22-92		106571	IMWCA	3/4/2020	INV75954	459.30	LARGE DED PMT FY1819 1/1/2020 - 1/31/2020
684-0105-494.22-92		106571	IMWCA	3/4/2020	INV75955	69.52	LARGE DED PMT FY1819 1/1/2020 - 1/31/2020
			Total for Fund 684 RISK MANAGEMENT			**12,350.10**	
			Department Mayor & Council				
686-0106-494.22-81		2000425	WELLMARK BLUE CROSS & BLUE SH	2/3/2020	123119D	78.67	HEALTH CLAIMS 01/18-01/24
686-0106-494.22-81		2000432	WELLMARK BLUE CROSS & BLUE SH	2/14/2020	021120B	34,585.76	HEALTH CLAIMS 01/18-01/24 /20
686-0106-494.22-82		2000432	WELLMARK BLUE CROSS & BLUE SH	2/14/2020	021120A	-727.59	STOP LOSS REMIBURSEMENTS
686-0106-494.22-83		106556	EMPLOYEE BENEFIT SYSTEM	3/4/2020	000024081	744.56	VISION CLAIMS
686-0106-494.22-83		2000425	WELLMARK BLUE CROSS & BLUE SH	2/3/2020	123119A	11,374.44	ADMIN FEES DEC
686-0106-494.22-83		2000430	MEDTRAK SERVICES	2/7/2020	361268B	921.00	ADMIN FEES
686-0106-494.22-84		2000425	WELLMARK BLUE CROSS & BLUE SH	2/3/2020	123119B	1,238.16	AGGREGATE DECEMBER
686-0106-494.22-85		2000425	WELLMARK BLUE CROSS & BLUE SH	2/3/2020	123119C	38,512.32	SPECIFIC DEC
686-0106-494.22-88		106596	PRINCIPAL LIFE INSURANCE COMPAN	3/4/2020	011720A	11,287.62	LIFE AND LTD
686-0106-494.22-88		106596	PRINCIPAL LIFE INSURANCE COMPAN	3/4/2020	021720A	11,287.62	SUPPLEMENTAL LIFE
686-0106-494.22-94		2000427	DELTA DENTAL	2/10/2020	352050000202026	6,677.95	DENTAL CLAIMS 01/27-02/03

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
686-0106-494.22-94		2000433	DELTA DENTAL	2/17/2020	352050000202027	7,362.69	DENTAL CLAIMS 02/04-02/10 /2020
686-0106-494.22-96		2000428	EMPLOYEE BENEFIT SYSTEM	2/5/2020	2052020	1,428.40	VISION CLAIMS CKS 1828-1830
686-0106-494.22-96		2000429	EMPLOYEE BENEFIT SYSTEM	2/12/2020	2122020	883.00	VISION CLAIMS CKS 1831-1833
686-0106-494.22-98		2000430	MEDTRAK SERVICES	2/7/2020	361268A	35,948.77	PHARMACY CLAIMS 01/16- 01/31/20
			Total for Fund	**686**	**EMPLOYEE INSURANCE**	**161,603.37**	
			Department	**Mayor & Council**			
			Total for Department			**188,099.15**	
001-0201-461.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120F	9.19	BANKCARD FEES 1% SW1, SW2 SW3
001-0202-461.22-90		106603	ROCHESTER ARMORED CAR CO., IN(	3/4/2020	667381	758.10	COURRIER SERVICE
001-0202-461.23-06		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	89481-0	299.00	CITY HALL COPY PAPER
001-0202-461.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439079	17.65	CITY HALL WATER
001-0202-461.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439286	10.80	CITY HALL WATER
001-0202-461.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439565	17.65	CITY HALL WATER
001-0202-461.23-07		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	81642-0	10.25	CALENDAR FOR ACCOUNTS RECEIVABLE
001-0202-461.23-07		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	88757-0	5.75	STAPLES
001-0202-461.23-07		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	88816-0	3.23	BINDER CLIPS
001-0202-461.23-07		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	88925-0	2.48	BINDER CLIPS
			Total for Fund	**001**	**GENERAL FUND**	**1,134.10**	
			Department	**Finance**			
401-0242-480.70-74		106614	THOMPSON TRUCK & TRAILER INC.	3/4/2020	DE-01917	94,591.00	2020 HV507 INTERNATIONAL CHASIS REPLACING #2080
			Total for Fund	**401**	**VEHICLE REPLACEMENT FUN**	**94,591.00**	
			Department	**Finance**			
520-0204-490.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-287367	253.41	ANNUAL MAINT FEE FOR RECEIPT PRINTER UTILITY
520-0204-490.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-288239	740.00	UTILITY BILLING ANNUAL FE E 03/01/20-6/30/20
520-0204-490.22-04		106535	AMERICAN WATER- SEWER USAGE D	3/4/2020	4000186292	1,121.20	WATER RECORDS
520-0204-490.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120G	1,145.44	BANKCARD FEES UT, SW1, SW 2,SW3
520-0204-490.22-44		2000424	AUTHORIZE.NET	2/3/2020	0120A	134.35	ONLINE PAYMENT GATEWAY
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221678	8.09	FINAL BILLS 01/08/2020
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221679	104.59	01 LATE NOTICES

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221694	955.07	02 BILLS
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221819	26.97	04 BILLS
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221951	14.52	FINAL BILLS 01/24/20
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221965	78.82	03 BILLS
520-0204-490.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	222052	16.91	01 LETTERS
			Total for Fund 520 SEWER UTILITY			**4,599.37**	
			Department Finance				
580-0219-493.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-287367B	253.41	ANNUAL MAINT FEE FOR RECEIPT PRINTER UTILITY
580-0219-493.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-288239B	740.00	UTILITY BILLING ANNUAL FE E 03/01/20-6/30/20
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221678B	8.08	FINAL BILLS 01/08/20
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221679B	104.57	01 LATE NOTICES
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221694B	955.07	02 BILLS
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221819B	26.96	04 BILLS
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221951B	14.50	FINAL BILLS 01/24/2020
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221965B	78.82	03 BILLS
580-0219-493.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	222052B	16.90	01 LETTERS
			Total for Fund 580 STORM WATER UTILITY			**2,198.31**	
			Department Finance				
688-0231-494.13-04		106564	GRIMM, JOHN	3/4/2020	022420	70.18	EMPLOYEE MILEAGE REIMBURSEMENT 121
688-0231-494.21-30		106568	ICIMS INC.	3/4/2020	229360	8,025.36	HR RECRUITMENT SOFTWARE SUBSCRIPTION
			Total for Fund 688 INFORMATION SERVICES			**8,095.54**	
			Department Finance				
			Total for Department			**110,618.32**	
001-0301-410.23-07		106544	CHAMPS TROPHY	3/4/2020	2407	115.85	FRAME CERTIFICATES ACHIEVEMENT AWARDS
001-0311-410.12-09		106602	RAY O'HERRON CO.INC.	3/4/2020	2010608-IN	38.93	SUSPENDERS FOR CARRIERS
001-0313-410.13-01		106606	SECRETARY OF STATE	3/4/2020	021820	30.00	NOTARY RENEWAL/BENNETT
001-0315-410.22-99		106573	INTERNATIONAL ASSOCIATION OF	3/4/2020	0111044	875.00	IACP NET DUES 4/1/20-3/31/21
001-0315-410.22-99		106600	RACOM	3/4/2020	RI-200153	33.10	BEON ACCESS/SCOTT,HOPKINS
001-0315-410.22-99		106605	SCOTT COUNTY SHERIFF'S OFFICE	3/4/2020	2020-91	1,550.00	BOOKING FEES (JAN)

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0315-410.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439287	51.90	WATER
001-0315-410.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439567	51.90	WATER
001-0315-410.23-07		106566	HY-VEE, INC. PD	3/4/2020	4814186012	12.40	POSTAGE
001-0316-410.23-07		106585	LIFELOC TECHNOLOGIES, INC.	3/4/2020	334082	289.54	REPAIR PATROL PBT
001-0316-410.23-07		106609	SKYBROWSE INC	3/4/2020	1004	1,199.00	DRONE MAPPING/DIAGRAM SOFTWARE
			Total for Fund 001 GENERAL FUND			**4,247.62**	
			Department Police				
274-0345-410.23-07		106547	CITY CENTER MOTEL	3/4/2020	011820	100.00	LODGING/ARRINGTON
274-0345-410.23-07		106621	VILLAGE INN	3/4/2020	430432	16.77	MEAL/ARRINGTON
			Total for Fund 274 CHAPLAINS PETTY CASH			**116.77**	
			Department Police				
			Total for Department			**4,364.39**	
001-0411-414.12-09		106624	WITMER PUBLIC SAFETY GROUP, INC	3/4/2020	E1932585	134.97	BOOTS, CARABINER
001-0411-414.12-09		106624	WITMER PUBLIC SAFETY GROUP, INC	3/4/2020	E1934615	292.06	PANTS, FLASHLIGHT, HOODS
001-0411-414.13-03		106559	FIRE SERVICE TRAINING BUREAU	3/4/2020	201614	480.00	FIRE SCHOOL/RESIDENT VOLS
001-0411-414.23-04		106624	WITMER PUBLIC SAFETY GROUP, INC	3/4/2020	E1930670	328.98	HYDRANT BALL VALVE
001-0411-414.23-04		106624	WITMER PUBLIC SAFETY GROUP, INC	3/4/2020	E1935644	79.38	FIRE HOOKS PICHEAD AX
001-0412-414.13-01		106574	INTERNATIONAL ASSOCIATION OF AF	3/4/2020	28306	260.00	MEMBERSHIP/KNORREK, MCDONALD
001-0413-414.13-03		106587	LOGAN, SHAUN	3/4/2020	148162	25.00	REIMB/IA PARAMEDIC RECERT
001-0413-414.23-10		106555	EMERGENCY MEDICAL PRODUCTS, I	3/4/2020	2127117	238.62	MEDICAL SUPPLIES
001-0413-414.23-10		106555	EMERGENCY MEDICAL PRODUCTS, I	3/4/2020	2133660	270.88	MEDICAL SUPPLIES
001-0413-414.23-10		106555	EMERGENCY MEDICAL PRODUCTS, I	3/4/2020	2136502	203.88	MEDICAL SUPPLIES
001-0413-414.23-10		106598	QUAD CITY SAFETY, INC.	3/4/2020	833131	192.00	DISPOSABLE MASKS
001-0415-414.21-06		106554	ELECTRICAL ENGINEERING & EQUIP.	3/4/2020	6625539-00	480.00	GENERATOR SERVICE/ST2
001-0415-414.21-06		106554	ELECTRICAL ENGINEERING & EQUIP.	3/4/2020	6625547-00	275.00	GENERATOR SERVICE/ST4
001-0415-414.21-11		106576	IOWA AMERICAN WATER COMPANY	3/4/2020	061239FEB20	27.20	HYDRANT/ST2
001-0415-414.21-11		106576	IOWA AMERICAN WATER COMPANY	3/4/2020	062188FEB20	61.70	HYDRANT/ST4
001-0415-414.22-99		106582	JOHNSON CONTROLS SECURITY SO	3/4/2020	33844550	613.07	FIRE ALARM MONITORING/ST2 3/1/20-2/28/21
001-0415-414.22-99		106615	THYMET PEST CONTROL	3/4/2020	111118	58.00	MONTHLY SERVICE/ST2
001-0415-414.23-07		106537	BATTERIES PLUS #0130	3/4/2020	P24309153	65.61	BATTERIES
001-0415-414.23-07		106543	CARQUEST AUTO PARTS STORE	3/4/2020	6604-352551	55.16	DIESEL EXHAUST FLUID

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0415-414.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439285	34.95	WATER
001-0415-414.23-07		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439566	19.45	WATER
001-0415-414.23-07		106563	GREENWOOD CLEANING SYSTEMS I	3/4/2020	469699-001	4.67	STATION SUPPLIES
001-0415-414.23-07		106563	GREENWOOD CLEANING SYSTEMS I	3/4/2020	470632-000	32.40	DRAIN CLEANER/ST4
			Total for Fund 001 GENERAL FUND			**4,232.98**	
			Department Fire				
			Total for Department			**4,232.98**	
001-0525-464.21-01	2000MC	106594	NIGHTWATCH SECURITY SERVICES,	3/4/2020	44625	150.00	MAINT CTR, CARD READER EXTENSION INSTALLED
001-0525-464.21-11	2000OT	106576	IOWA AMERICAN WATER COMPANY	3/4/2020	009044FEB2020	49.49	ASCENTRA WATER
001-0526-464.22-99	2001CC	106546	CINTAS LOC 23M	3/4/2020	4042155037	27.60	COM CTR
001-0526-464.22-99	2001CC	106546	CINTAS LOC 23M	3/4/2020	4042757134	27.60	COM CTR, MATS
001-0526-464.22-99	2001CH	106546	CINTAS LOC 23M	3/4/2020	4042155048	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	106546	CINTAS LOC 23M	3/4/2020	4042757177	37.10	CITY HALL, MATS
001-0526-464.22-99	2001LB	106546	CINTAS LOC 23M	3/4/2020	4039615519	138.79	LIBRARY, MATS
001-0526-464.22-99	2001LB	106546	CINTAS LOC 23M	3/4/2020	4040105378	353.48	LIBRARY, MATS
001-0526-464.22-99	2001LB	106546	CINTAS LOC 23M	3/4/2020	4042532412	353.48	LIBRARY, MATS
001-0526-464.22-99	2001MC	106546	CINTAS LOC 23M	3/4/2020	4042757118	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	106546	CINTAS LOC 23M	3/4/2020	4043381954	50.53	MAINT CTR, MATS
			Total for Fund 001 GENERAL FUND			**1,275.70**	
			Department Public Works				
206-0501-429.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320J	175.00	APWA MEMBERSHIP RENEWAL BRIAN SCHMIDT
206-0501-429.23-06		106551	CULLIGAN OF DAVENPORT	3/4/2020	0439508	51.90	SPRING WATER
206-0501-429.23-06		106567	HY-VEE, INC. PW & AD	3/4/2020	4811633577	29.89	TABLE CLOTHS
206-0501-429.23-06		106612	TALLGRASS BUSINESS RESOURCES	3/4/2020	5508541	90.33	BULLETIN BOARD
206-0501-429.23-06		106612	TALLGRASS BUSINESS RESOURCES	3/4/2020	5508811	335.00	COPY PAPER
206-0502-425.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320	175.00	APWA MEMBERSHIP RENEWAL BRIAN FRIES
206-0511-420.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320A	87.50	APWA MEMBERSHIP RENEWAL CHRIS GARMAN
206-0511-420.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320E	175.00	APWA MEMBERSHIP RENEWAL KRIS HATFIELD
206-0511-420.23-07		106618	TRI CITY BLACKTOP, INC.	3/4/2020	34808	183.75	UPM
206-0511-420.23-07		106618	TRI CITY BLACKTOP, INC.	3/4/2020	34817	416.25	UPM
206-0511-420.23-07		106618	TRI CITY BLACKTOP, INC.	3/4/2020	34824	132.50	UPM

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
206-0512-424.23-07		106542	CARGILL	3/4/2020	2905253434	8,688.01	ROAD DE-ICING SALT
206-0512-424.23-07		106542	CARGILL	3/4/2020	2905257288	1,472.78	ROAD DE-ICING SALT
206-0512-424.23-07		106542	CARGILL	3/4/2020	2905259914	3,217.09	ROAD DE-ICING SALT
206-0514-423.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320F	175.00	APWA MEMBERSHIP RENEWAL MARK LICHTENBERG
206-0514-423.23-07		106534	AMERICAN TRAFFIC SAFETY MATERI	3/4/2020	89450	716.25	SHEETING
206-0514-423.23-07		106584	LAWSON PRODUCTS, INC.	3/4/2020	9307363366	126.16	SCREWS, LOCK NUTS
206-0514-423.23-07		106625	XCESSORIES SQUARDED	3/4/2020	I-00056074	438.79	ALUM SHEETING
			Total for Fund	**206**	**ROAD USE FUND**	**16,686.20**	
			Department	**Public Works**			
520-0502-490.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320G	175.00	APWA MEMBERSHIP RENEWAL TRACEY LOPEZ
520-0502-490.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320H	175.00	APWA MEMBERSHIP RENEWAL DAVE MERRITT
520-0510-490.22-99		106578	IOWA ONE CALL	3/4/2020	219355	295.20	328 EMAILS - JAN 2020
			Total for Fund	**520**	**SEWER UTILITY**	**645.20**	
			Department	**Public Works**			
550-0506-491.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-287367A	253.41	ANNUAL MAINT FEE FOR RECEIPT PRINTER UTILITY
550-0506-491.21-30		106619	TYLER TECHNOLOGIES	3/4/2020	025-288239A	740.00	UTILITY BILLING ANNUAL FE E 03/01/20-6/30/20
550-0509-491.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320B	87.50	APWA MEMBERSHIP RENEWAL CHRIS GARMAN
550-0509-491.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120H	1,172.11	BANKCARD FEES RECYCLE SW1, SW2, SW3, 50%PW
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221678A	8.08	FINAL BILLS 01/08/20
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221679A	104.57	01 LATE NOTICES
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221694A	955.07	02 BILLS
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221819A	26.96	04 BILLS
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221951A	14.50	FINAL BILLS 01/24/20
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	221965A	78.82	03 BILLS
550-0509-491.22-99		106590	MIDWEST MAILWORKS INC.	3/4/2020	222052A	16.91	01 LETTERS
550-0516-491.21-09		106548	CITY OF DAVENPORT	3/4/2020	1321437	640.00	COMPOST - JANUARY 2020
			Total for Fund	**550**	**SOLID WASTE/RECYCLING EN**	**4,097.93**	
			Department	**Public Works**			
555-0526-494.22-99	2001FM	106613	THE MILLARD GROUP	3/4/2020	203183	133.10	MUSEUM, CLEANING SERVICE

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Fund 555 FMLY MUSEUM/ARTS &SCIENCE			**133.10**	
			Department Public Works				
560-0526-494.22-99	2001GC	106546	CINTAS LOC 23M	3/4/2020	4037187380	35.30	GOLF COURSE, BLUE TOWELS
560-0526-494.22-99	2001GC	106546	CINTAS LOC 23M	3/4/2020	4039615820	26.40	GOLF COURSE, MATS
560-0526-494.22-99	2001GC	106546	CINTAS LOC 23M	3/4/2020	4040737082	35.30	GOLF COURSE, TOWELS
			Total for Fund 560 PALMER HILLS GOLF COURSE			**97.00**	
			Department Public Works				
580-0502-493.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320I	175.00	APWA MEMBERSHIP RENEWAL BRENT MORLOK
580-0519-493.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320D	175.00	APWA MEMBERSHIP RENEWAL TODD HILDEBRANDT
580-0519-493.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120I	1,145.45	BANKCARD FEES STORM WTR SW1, SW2, SW3,
			Total for Fund 580 STORM WATER UTILITY			**1,495.45**	
			Department Public Works				
585-0507-492.13-01		106533	AMERICAN PUBLIC WORKS ASSOC.	3/4/2020	020320C	175.00	APWA MEMBERSHIP RENEWAL MARK GARROW
585-0507-492.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120J	26.67	BANKCARD FEES 50% PW
585-0527-492.21-05		106552	ECK'S AUTO SHINE	3/4/2020	198	180.00	BUS WASHING - 2/8 & 2/15
			Total for Fund 585 TRANSIT			**381.67**	
			Department Public Works				
683-0520-494.21-01		106607	SENECA COMPANIES	3/4/2020	1836812	157.00	REPAIR FUEL STATION #1
683-0520-494.22-31		106546	CINTAS LOC 23M	3/4/2020	4042757127	60.95	LAUNDRY SERVICE
683-0520-494.23-07		106584	LAWSON PRODUCTS, INC.	3/4/2020	9307359705	104.81	SAW BLADE
683-0520-494.23-07		106604	S J SMITH CO. INC.	3/4/2020	535929	184.45	WELDING TANKS LEASE
683-0520-494.23-24		106536	ASPEN EQUIPMENT COMPANY	3/4/2020	70002971	23.45	SPRING & BOLT #1216P
683-0520-494.23-24		106538	BAUER BUILT, INC.	3/4/2020	230092705	519.08	TIRES - STOCK
683-0520-494.23-24		106543	CARQUEST AUTO PARTS STORE	3/4/2020	6604-352289	52.96	PARTS FOR STOCK
683-0520-494.23-24		106543	CARQUEST AUTO PARTS STORE	3/4/2020	6604-352516	21.98	OIL FILTERS - STOCK
683-0520-494.23-24		106543	CARQUEST AUTO PARTS STORE	3/4/2020	6604-352522	104.66	PARTS FOR STOCK
683-0520-494.23-24		106562	GILLESPIE AUTO ELECTRIC, INC.	3/4/2020	96770	250.00	STARTER - STOCK
683-0520-494.23-24		106586	LINDQUIST FORD, INC.	3/4/2020	377151	104.30	SEAT BELT #20906
683-0520-494.23-24		106614	THOMPSON TRUCK & TRAILER INC.	3/4/2020	X103100162:01	161.95	ABS SENSOR #21401

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			Total for Fund 683 MUNICIPAL GARAGE			**1,745.59**	
			Department Public Works				
			Total for Department			**26,557.84**	
001-0601-440.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120B	357.39	BANKCARD FEES LIBRARY
			Total for Fund 001 GENERAL FUND			**357.39**	
			Department Library				
			Total for Department			**357.39**	
001-0701-442.23-06		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	88757-0A	5.75	STAPLES
001-0701-442.23-06		106595	OFFICE EXPRESS OFFICE PRODUCT	3/4/2020	88816-0A	3.23	BINDER CLIPS
001-0702-442.22-15		106541	CANADIAN PACIFIC RAILWAY	3/4/2020	2000158232	772.00	PARKING LEASE @ LEACH 3/1/2020 TO 2/28/2021
001-0703-443.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120E	125.06	BANKCARD FEES REC (ONLINE)
001-0703-443.22-44		2000424	AUTHORIZE.NET	2/3/2020	120	30.55	ONLINE PAYMENT GATEWAY
			Total for Fund 001 GENERAL FUND			**936.59**	
			Department Parks				
560-0711-494.22-44		2000434	VANTIV INTEGRATED PAYMENTS	2/5/2020	12020	29.69	BANKCARD FEES GOLF
560-0713-494.22-44		2000434	VANTIV INTEGRATED PAYMENTS	2/5/2020	12020A	465.12	BANKCARD FEES GRILL
			Total for Fund 560 PALMER HILLS GOLF COURSE			**494.81**	
			Department Parks				
			Total for Department			**1,431.40**	
555-1101-494.21-30		106557	EXPLORER SYSTEMS INC	3/4/2020	205167	3,300.00	SOFTWARE SUPPORT
555-1101-494.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120C	1,009.22	BANKCARD FEES MUSEUM
555-1101-494.23-07		106549	CORNER STORE - LEARNING CAMPU	3/4/2020	97693	53.40	ITEMS FOR CONGRESSMAN'S B AG
555-1102-494.23-07		106616	TOTAL AQUARIUM MAINTENANCE	3/4/2020	691520	40.00	FISH TANK SERVICE

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Fund 555 FMLY MUSEUM/ARTS &SCIENCE			**4,402.62**	
			Department Family Museum				
			Total for Department			**4,402.62**	
001-3003-454.22-99		106583	KELLYS TOTAL LAWN CARE	3/4/2020	933306	42.00	2103 OAK ST 20-0149 SNOW REMOVAL/ICE MELT
001-3006-416.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120A	784.02	BANKCARD FEES INSPECTIONS
			Total for Fund 001 GENERAL FUND			**826.02**	
			Department Community Development				
206-3010-423.23-07		106591	MOBOTREX, INC.	3/4/2020	240537	150.00	PRE-EMPTION HEAD
			Total for Fund 206 ROAD USE FUND			**150.00**	
			Department Community Development				
			Total for Department			**976.02**	
001-4101-460.23-06		106570	IMPERIAL	3/4/2020	288002:011981	106.59	COFFEE, CREAMER, SUGAR SUPPLIES CITY HALL & PD
001-4101-460.23-08		106558	FEDEX	3/4/2020	6-925-05682	39.23	OVERNIGHT GOB CLOSING DOCS TO AHLERS COONE
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	57981A	35.74	PUBLISH ORD 25-19
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63033	231.92	PUBLISH 2019 ANNUAL SALARIES
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63087	20.80	PUB PH NOT RE FLOOD GRANT BUYOUT DEMOLITION P
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63088	14.04	PUB PH NOT RE 18TH STREET RESURF CENTRAL TO LIN
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63090	14.04	PUB PH NOT RE MIDDLE ROAD RESURF DEVILS GL -BEL
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63329	89.16	PUBLISH ORDINANCE 02-20
001-4102-461.22-14		106599	QUAD CITY TIMES	3/4/2020	63334	325.00	PUBLISH CITY COUNCIL MTG MINUTES 2/4/20 MEETING
001-4102-461.22-44		2000423	MERCHANT SERVICES	2/3/2020	0120D	69.82	BANKCARD FEES BUSINESS LICENSES
			Total for Fund 001 GENERAL FUND			**946.34**	
			Department Administration				
			Total for Department			**946.34**	
001-4201-466.22-13		106561	GENESIS OCCUPATIONAL HEALTH	3/4/2020	133868	100.00	FIT FOR DUTY/RETURN TO WORK

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Accounts Payable Listing
March 3, 2020 Council Meeting

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Fund 001 GENERAL FUND			**100.00**	
			Department				
			Total for Department			**100.00**	
206-5050-480.22-99	RU0001	106579	IOWA PLAINS SIGNING, INC.	3/4/2020	3	38,228.47	PE#3 FINAL 2019 PAVEMENT MARKINGS PROGRAM
			Total for Fund 206 ROAD USE FUND			**38,228.47**	
			Department Capital Projects				
400-5050-480.22-90	CD0077	106610	SNYDER & ASSOCIATES, INC.	3/4/2020	119.0399.01-8	13,225.00	#8 TRAFFIC SIGNAL RETIMIN G STUDY THRU 1/31/20
400-5050-480.22-90	PW0283	106569	IMEG CORP	3/4/2020	19001319.00-2	2,652.50	#2 2019 NBIS BRIDGE INSP 10/27 TO 12/31/19
400-5050-480.22-90	PW0395	106617	TOWNSEND ENGINEERING	3/4/2020	2551-B	747.00	#2 POLE BARN STRUCTURAL
400-5050-480.22-99	PK0185	106620	VALLEY CONSTRUCTION	3/4/2020	190689	112,108.89	PE#1 FOREST GROVE PARK W. TERRACE
400-5050-480.22-99	PK0185	106620	VALLEY CONSTRUCTION	3/4/2020	200015	54,465.52	PE#2 FOREST GROVE PARK W TERRACE
400-5050-480.22-99	PW0485	106565	HAWKEYE PAVING CORPORATION	3/4/2020	8	47,907.46	PE#8 RETAINAGE 2019 STREE T RESURFACING
400-5050-480.22-99	PW0492	106565	HAWKEYE PAVING CORPORATION	3/4/2020	6	39,697.08	PE#6 RETAINAGE CROW CREEK RECONSTR
400-5050-480.23-07	2CD009	106591	MOBOTREX, INC.	3/4/2020	240765	123.00	BUSS RELAY FOR TRAFFIC CABINET
400-5050-480.23-07	CD0051	106575	INTERSTATE BATTERY OF THE	3/4/2020	250582	1,127.80	BATTERIES FOR SPEED SIGNS
400-5050-480.23-07	CD0051	106591	MOBOTREX, INC.	3/4/2020	240639	3,826.00	TRAFFIC CONTROLLER
			Total for Fund 400 CAPITAL PROJECTS			**275,880.25**	
			Department Capital Projects				
			Total for Department			**314,108.72**	
			Grand Total			**1,094,520.17**	

Date: 2/27/2020

City of Bettendorf
Accounts Payable Listing
March 3, 2020 Council Meeting

ACCT #	Project PROJ #	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-2001-494.11-21		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320A	6,866.57	QCWCC-SALES MARKETING SALARY BENEFITS
590-2001-494.11-21		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320F	7,081.01	QCWCC- FINANCE SALARY BENEFITS
590-2001-494.11-21		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320H	8,240.31	QCWCC-FACILITIES/MAINT SALARY, WAGES, & BENEFITS
590-2001-494.11-21		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320O	35,969.96	QCWCC-SALARY WAGES & BENEFITS
590-2001-494.21-01		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320C	410.65	QCWCC- REPAIRS & MAINTENANCE
590-2001-494.21-01		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320J	1,401.53	QCWCC-REPAIRS & MAINTENAN CE
590-2001-494.21-09		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320K	234.63	QCWCC-MEDIACOM JANUARY
590-2001-494.22-08		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320	7,721.23	QCWCC- INSURANCE PREMIUMS JANUARY
590-2001-494.22-15		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320B	3,940.00	QCWCC- RENTAL EQUIPMENT
590-2001-494.22-15		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320D	677.68	QCWCC- DUES SUBSCRIPTIONS
590-2001-494.22-99		3118	CINTAS LOC 23M	3/4/2020	4042637798	1,518.94	QCWCC- LINENS
590-2001-494.22-99		3118	CINTAS LOC 23M	3/4/2020	4043267229	582.43	QCWCC- LINENS
590-2001-494.22-99		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320L	60.15	QCWCC-CONTRACT SERVICES
590-2001-494.22-99		3120	THE GREEN THUMBERS	3/4/2020	1-521554	310.00	QCWCC- PLANT SERVICE
590-2001-494.22-99		3120	THE GREEN THUMBERS	3/4/2020	667380	43.32	QCWCC- COURIER SERVICE
590-2001-494.23-06		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320G	52.47	QCWCC-SHARED TECHNOLOGIES
590-2001-494.23-06		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320P	1,406.88	QCWCC-SUPPLIES GENERAL OFFICE
590-2001-494.23-07		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320I	373.84	QCWCC-SUPPLIES
590-2001-494.23-28		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320M	29,922.31	QCWCC-FOOD INVOICES
590-2001-494.23-29		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320N	4,073.42	QCWCC-BEVERAGE INVOICES
590-2001-494.23-54		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320Q	13,200.00	QCWCC- ENTERTAINER FEES
590-2001-494.23-55		3119	ISLE OF CAPRI BETTENDORF, L.C.	3/4/2020	021320E	1,766.29	QCWCC- FEES AND LICENSES
			Total for Fund 590 QC WATERFRONT CONVENTION			**125,853.62**	
			Department				
			Total for Department			**125,853.62**	
			Grand Total			**125,853.62**	