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
COUNCIL CHAMBERS – CITY HALL

TUESDAY, APRIL 7, 2020
6:30 PM

AGENDA

I. OPERATIONAL ITEMS

II. CONSENT AGENDA ITEMS

- Resolution approving the site development plan of 2528 Middle Road, submitted by Ewing Development (Case 19-092) – City Engineer Brent Morlok ***(See Consent Agenda Q)***

III. REMAINING CONSENT AGENDA ITEMS

IV. ITEMS ADDED BY MAYOR AND COUNCIL

V. PRESENTATION

- COVID-19 Update – City Administrator Decker Ploehn

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, APRIL 7, 2020
7:00 P.M.

The Bettendorf City Council meeting will be open to the public. Additional and necessary measures will be taken to adhere to social distancing recommendations. Any members of the public who wish to be heard at the Public Requests of Council, or for any Public Hearing scheduled to appear, should attend the Council Meeting in person, or contact 563-344-4013 for specific questions or alternative participation. In an effort to practice social distancing and in support of CDC guidelines, the City of Bettendorf will broadcast this public meeting online at http://www.bettendorf.org/live-meeting

Constituents who do not have a matter to address with City Council in person are strongly encouraged to stay at home and view the meeting online.

AGENDA

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION –** Given by Bettendorf Police Chaplain and Pastor of Mighty Fortress Church, Pastor Alex Sierra

4. **PROCLAMATION –** National Service Recognition Day, April 7, 2020 requested by Corporation for National and Community Service

5. **PUBLIC REQUESTS OF COUNCIL**

6. **PUBLIC HEARING**

   Regarding the FY2020 application for Federal Transit Administration Section 5339 financial assistance

7. **RESOLUTION**

   Council Member Brown to present a resolution approving the FY2020 application for Federal Transit Administration Section 5339 financial assistance

8. **PUBLIC HEARING**

   Regarding the 2020 Pavement Markings 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.

9. RESOLUTION

Council Member Sechser to present a resolution approving the plans, specifications and form of contract for the 2020 Pavement Markings Program

10. PUBLIC HEARING

Regarding the Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street

11. RESOLUTION

Council Member Naumann to present a resolution approving the plans, specifications and form of contract for the Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street

12. PUBLIC HEARING

Regarding the Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield Drive

13. RESOLUTION

Council Member Connors to present a resolution approving the plans, specifications and form of contract for the Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield Drive

14. PUBLIC HEARING

Regarding the leasing of City-owned property at Forest Grove Park with the Scott County Emergency Communications Center for a new public safety communications radio tower

15. RESOLUTION

Council Member Webster to present a resolution approving the leasing of City-owned property at Forest Grove Park with the Scott County Emergency Communications Center for a new public safety communications radio tower

16. ORDINANCE

Council Member Connors to present the second reading of ordinance amending Section 11-11-3.A.1 Supplemental Use Regulations – Residential Uses of the City of Bettendorf Zoning Ordinance

17. ORDINANCE

Council Member Adamson to present the second reading of ordinance amending Sections 11-2-7.R. Kennels and 11-2-1.II Veterinary Services (General) of the City of Bettendorf Zoning Ordinance

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.

18. ORDINANCE

Council Member Baden to present the second reading of ordinance amending Bettendorf City Code Section 6-1-134, "No Parking Zones at Stated Times Enumerated" by adding a No Parking Zone on 18th Street

19. ORDINANCE

Council Member Naumann to present the second reading of ordinance amending Bettendorf City Code Section 6-1-285, "Speed Restrictions" by adding a School Zone on 18th Street

20. ORDINANCE

Council Member Baden to present the third and final reading of ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zone Enumerated" by adding a No Parking Zone on Grove Crossing

21. CONSENT AGENDA

22. 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
APRIL 7, 2020

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

A. Minutes from March 17, 2020. (Approve and Adopt)

B. Resolution authorizing staff to enter into a maintenance contract with Northwest Mechanical for work at the Waterfront Convention Center. (Approve and Adopt)

C. Resolution setting the date for a public hearing on the FY2020 application for Federal Administration Section 5310 financial assistance. (Approve and Adopt)

D. Resolution setting the date for a public hearing on the FY2020 application for Federal Administration Section 5307 financial assistance. (Approve and Adopt)

E. Resolution awarding the contract and approving the contract and bond for the Pleasant Drive Reconstruction Project from east of Hollow View Drive to Greenfield Road. (Approve and Adopt)

F. Resolution awarding the contract and approving the contract and bond for the Huntington Meadows Draintile Project. (Approve and Adopt)

G. Resolution awarding the contract and approving the contract and bond for the Eastberry Court Reconstruction Project from 18th Street to end. (Approve and Adopt)

H. Resolution approving a contract addendum with IMEG Corp. for the Palmer Hills Golf Course Bridge Repair Program. (Approve and Adopt)

I. Resolution awarding the contract to Corn Crib Nursery for the Downtown Landscape Planting and Maintenance Program (2020-2022). (Approve and Adopt)

J. Resolution authorizing and directing the Mayor to sign a Federal-Aid Agreement for the Indiana Avenue Bridge Over Spencer Creek Replacement Project. (Approve and Adopt)

K. Resolution authorizing and directing the Mayor to sign an Intergovernmental (28E) Agreement between the cities of Bettendorf, Scott County and Cedar County for the Indiana Avenue Bridge Over Spencer Creek Replacement Project. (Approve and Adopt)

L. Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment for one (1) stainless steel spreader to fit existing snow plow truck #1022. (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.

M. Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment for one (1) stainless steel spreader to fit existing truck #1023. (Approve and Adopt)

N. Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment to install three (3) existing stainless steel spreaders, three (3) new front plows and three (3) new mid-mount wing plows on three (3) new single axle chassis. (Approve and Adopt)

O. Resolution authorizing the Director of Public Works to issue a purchase order to Thompson Truck & Trailer for three (3) single axle truck chassis to be fitted with three (3) existing stainless steel spreaders, three (3) new front and three (3) new mid-mount plows. (Approve and Adopt)

P. Resolution approving the final plat of Ewing Bettendorf First Addition, submitted by Ewing Development (Case 19-091). (Approve and Adopt)

Q. Resolution approving the site development plan for 2528 Middle Road, submitted by Ewing Development (Case 19-092). (Approve and Adopt)

R. Resolution establishing Code Enforcement fees for weed control and mowing for 2020. (Approve and Adopt)

S. Resolution approving liquor license renewals for Isle of Capri Isle Center; The Isle Marina Bar; Crust; Foundry; Palmer Hills Municipal Golf Course; and Purgatory's Pub; and a new liquor license for Clarion Pointe. (Approve and Adopt)

T. 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.

OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS, *service to others is a hallmark of the American character, and central to how we meet our challenges; and*

WHEREAS, *the nation's cities are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and*

WHEREAS, *the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on April 7, 2020.*

THEREFORE, ***BE IT RESOLVED***, *that I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim April 7, 2020, as "National Service Recognition Day", and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.*

DATED *this 7th day of April, 2020.*

_____

Mayor Robert S. Gallagher

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution approving 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.

Section 5339 FY24 Bus Replacement Project Federal funds - $230,217

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 APPROVING 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; and

WHEREAS, a public hearing on the FY2020 application for Federal Transit Administration financial assistance was held in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7 o'clock PM on the 7th day of April, 2020, and;

WHEREAS, all public comments have been considered at a regular meeting of the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the FY2020 application for Federal Transit Administration financial assistance to be used by the City's transit system be approved.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: All

Item Title:

Public hearing for the 2020 Pavement Markings Program.

Resolution approving the plans, specifications and form of contract for the 2020 Pavement Markings Program.

Explanation:

The proposed improvements consist of painting pavement markings on various streets throughout the City. The markings include edge lines, centerlines, barrier lines, double yellow lines, and turn lane lines at intersections, crosswalks and symbols.

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 PAVEMENT MARKINGS 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 Pavement Markings 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 7th day of April, 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 7th day of April, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Public hearing for the Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street.

Resolution approving the plans, specifications and form of contract for the Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street.

Explanation:

The proposed improvements consist of constructing a three-inch (3") Hot Mix Asphalt overlay on the existing Duck Creek Recreational Trail from Kimberly Road to 18th Street, some grading of the adjacent areas to remove accumulated sediment from flooding, and other related work. The existing trail is eight feet (8') wide and the included length is approximately eight thousand two-hundred feet (8,200').

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 DUCK CREEK RECREATIONAL TRAIL RESURFACING PROJECT FROM KIMBERLY ROAD TO 18TH STREET

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 trail system of said city; namely the

Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street

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 7th day of April, 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 7th day of April, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 5

Item Title:

Public hearing for the Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield Drive.

Resolution approving the plans, specifications and form of contract for the Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield Drive.

Explanation:

The proposed improvements consist of removing and replacing approximately 1,424 square yards of 9-inch thick P.C.C. pavement on Middle Road from Belmont Road to just east of Woodfield Drive. The work includes traffic control, pavement 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 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 MIDDLE ROAD P.C.C. REHABILITATION PROJECT FROM BELMONT ROAD TO WOODFIELD 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

Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield 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 7th day of April, 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 7th day of April, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Resolution approving the leasing of City-owned property at Forest Grove Park with the Scott Emergency Communications Center for a new public safety communications radio tower.

Explanation:

The City of Bettendorf and the Scott Emergency Communications Center have been working collaboratively to provide a site for a new public safety communications radio tower in the northeast portion of the City. The new tower will be part of a completely new next generation radio system for both Rock Island and Scott Counties. The current radios are at the end of their life cycle. The proposed site is on the west side of the Forest Grove Park property and just north of the new Pleasant Valley Elementary School being built along Forest Grove Drive. Access to the tower will be through the school property and the park property. Staff has reviewed the location and does not feel that it would negatively impact any future phases of the park in that area.

Pursuant to Iowa Code and City policy a public hearing shall take place prior to approval of leasing of any City-owned property.

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:

There is no cost to the City.

List Attachments:
Resolution
Lease and Exhibits

RESOLUTION NO._____-20

RESOLUTION APPROVING THE LEASING OF CITY-OWNED PROPERTY AT FOREST GROVE PARK WITH THE SCOTT EMERGENCY COMMUNICATIONS CENTER FOR A NEW PUBLIC SAFETY COMMUNICATIONS RADIO TOWER

WHEREAS, this Council deems it necessary and advisable under the provisions of the Code of Iowa to consider the leasing of certain City-owned property in Bettendorf, Iowa, namely, the following:

City-owned Property at Forest Grove Park

WHEREAS, a public hearing on the leasing of City-owned property at Forest Grove Park with Scott Emergency Communications Center for a new public safety communications radio tower was held in the Council Chambers of Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 7th day of April, 2020, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the leasing of City-owned property at Forest Grove Park with the Scott Emergency Communication Center for a new public safety communications radio tower be approved.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

LEASE AGREEMENT FOR COMMERCIAL REAL ESTATE

This Lease Agreement for Commercial Real Estate ("Agreement") is entered into on this_____ day of _____, 2020, between City of Bettendorf, Iowa ("LESSOR"), and Scott Emergency Communications Center, an Iowa 28E organization ("LESSEE"). In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. TERMS

LESSEE agrees to lease from the LESSOR and the LESSOR agrees to lease to LESSEE the real estate and any improvement thereon, commonly known as: Approximately 1/2 Acre of Land (reference ATTACHMENT A) and legally known as: Parcel 8401190021 (SEE ATTACHED LEGAL DESCRIPTION AND SURVEY) situated in the County of Scott and the State of Iowa (the "subject property"), for the sum of $100.00 per year to be paid as follows:

Cash Payment of $100.00 shall be billed by LESSOR and paid by LESSEE following the execution by both parties of this agreement and annually thereafter. Payment terms shall be NET 30 days.

The term of this agreement shall be for an initial period of fifteen (15) years. At the conclusion of the initial lease term, the lease shall automatically renew at no additional cost, one year at a time, on the anniversary of the final approval date, unless either party makes written notice, 180 days in advance of said date each year, of their intent to terminate the lease agreement and the automatic renewal.

2. INTENDED USE

By executing this agreement, LESSEE attests to the intended use of the subject property, described in ATTACHMENT B. Any substantive changes to the indicated intended of the property use must be approved in writing by the LESSOR, in addendum to this agreement.

3. EVIDENCE OF OWNERSHIP AND LEGALITY

By executing this agreement, the LESSOR attests and warrants that subject real property is free and clear of all liens, restrictions, covenants or other encumbrances that would prevent the LESSOR from the full intended use of said property.

4. POSSESSION AND EXECUTION

Possession Upon Mutual Approval: LESSOR shall deliver possession of the subject property to LESSEE immediately upon approval of this agreement by the Scott Emergency Communications Center (Approval by SECC Board) and the City of Bettendorf (Approval by Bettendorf City Council)

5. ASSESSMENTS AND OBLIGATIONS

INITIAL:

_____

_____

LESSOR shall pay all special assessments, purchase costs and other pre-existing costs, not specifically outlined herein. LESSEE shall pay all improvement costs associated with their intended use of subject property. At the conclusion of the lease, either at the term of the lease or by mutual termination, the LESSEE agrees to remove all improvements and return the property to its previous state (empty, undeveloped lot), unless other agreement is made with the LESSOR at that time.

6. CONDITION OF SUBJECT PROPERTY

The parties agree that the lease agreement is executed to reflect the mutual interest of both parties in the intended use of the property. The LESSOR presents said property as a piece of undeveloped land, making no warranties nor guarantees regarding the suitability or buildability for the intended use. LESSEE acknowledges the condition of the property and acknowledges that the real estate and any improvements thereof have been inspected, and LESSEE is acquainted with the condition thereof and accepts that the property is offered for lease in "As-Is" condition.

LESSOR agrees to deliver the property in the same condition as exists as the negotiation of this agreement was on-going.

7. DEFAULT

If LESSEE fails to make payment or to perform any obligation imposed upon LESSEE by this Agreement, LESSOR may serve written notice of default upon LESSEE and if such specified default is not corrected within ninety (90) days thereafter, LESSOR, declare the LESSEE in default and seek available legal recourse.

In the event LESSOR fails to perform any obligation imposed upon LESSOR by this Agreement, LESSEE may serve written notice of default upon LESSOR and if such default is not corrected within ninety (90) days thereafter, LESSOR, declare the LESSEE in default and seek available legal recourse.

8. CASUALTY CLAUSE

LESSEE shall keep adequate insurance, property, liability and other extended coverage, on said property and on any property improvements on the subject property during the term of this agreement. Said coverages shall name the City of Bettendorf as an additional named insured for the purposes of liability for the subject property and improvements only.

9. EXPENSES OF AGREEMENT

A. LESSEE shall pay:

(1) Cost of owner's title policy or continued abstract of title (if required to prove ownership or ability to lease).

INITIAL:

_____

_____

(2) Broker's Commission paid to QC Iowa Realty pursuant to a separate brokerage agreement.

10. REPRESENTATIONS OF LESSOR – HAZARDOUS WASTE

LESSOR hereby represents to LESSEE that, to the best of LESSOR's knowledge, the subject property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that LESSOR has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the subject property with hazardous wastes or substances. LESSOR warrants that the subject property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances.

At Lessee's cost and immediately upon execution of this Agreement, LESSEE shall be permitted to conduct any environmental tests it deems necessary for the purpose of discovering the existence of any hazardous waste or substances. Should such environmental testing reveal the presence of any hazardous wastes or substances, LESSEE may, at its option, terminate this Agreement and any lease payments made shall be returned to LESSEE. Notwithstanding the above, the parties may agree by amendment and modification of this Agreement, to terms necessary to remedy any environmental condition discovered and then proceed with performance of this Agreement. LESSEE agrees, at its cost and without undue delay, to restore the subject property to its original condition should it proceed with the environmental testing contemplated herein.

11. OTHER LEASES

LESSOR shall not enter into any new leases or agree to extend any existing leases relating to the subject property without LESSEE's prior written consent. LESSOR shall, however be able to harvest any existing crops off the subject property.

12. DUE DILIGENCE

This Agreement is contingent on (i.) full approval of the Scott Emergency Communications Center Board; (ii) review and approval of all site development costs to LESSEE's sole satisfaction; (iii) City of Bettendorf approval(s); (iv.) Federal Communications Commission (FCC); (v.) Federal Aviation Administration (FAA); (vi) determination of soil conditions acceptable and conducive without undue expense to the final proposed use; and (vii) determination of acceptability of the property for the proposed use by applicable historic preservation regulatory agencies. LESSEE shall have one hundred eighty (180) days after full acceptance of the Agreement to complete the aforementioned Due Diligence items. LESSOR shall make the property available to the LESSEE and LESSEE's agents for the purpose of conducting soil testing and for site surveys to facilitate the accomplishment of due diligence investigations. LESSEE shall provide Notice to LESSOR in writing that their Due Diligence

INITIAL:

_____

_____

items are completed and acceptable. This Agreement shall be null and void with all lease payments returned to the LESSEE in the event that the aforementioned Due Diligence items do not meet LESSEE's standards to their sole and absolute discretion. Alternatively, the LESSEE and LESSOR may agree to other remedies to mitigate the failure of the due diligence testing and approvals.

13. NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

LESSOR:
City of Bettendorf
City Administrator
1069 State St.
Bettendorf, IA 52722

Copy to:
City of Bettendorf
City Attorney
1069 State St.
Bettendorf, IA 52722

LESSEE:
Scott Emergency Communications Ctr.
Attn: Director
1100 E. 46th St.
Davenport, IA 52807

Copy to:
Scott County Attorney's Office
Attn: Civil Division
400 W 4th Street
Davenport, Iowa 52801-1104

14. GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

15. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either express or implied, as to the physical or mechanical condition of the subject property, either real or personal.

16. AGENCY

INITIAL:

_____

_____

LESSOR and LESSEE acknowledge that QC Iowa Realty is representing the LESSEE and that QC Iowa Realty is NOT providing representation to LESSOR.

17. LEGAL ASSISTANCE

The LESSOR and LESSEE are aware that when fully executed, this is a legally binding agreement for the lease of real estate and that in order to protect their respective interests, LESSOR and LESSEE are advised to consult legal counsel before this Agreement is signed.

18. ACCESS TO SUBJECT PROPERTY

LESSEE shall be responsible for all costs related to the development of the property for access. LESSOR hereby grants to LESSEE access to the property for maintenance and utility easement(s) as necessitated to operate a radio tower and as delineated in the site documents and as delineated in the site drawing documents (Attachment B)

It is understood that the LESSEE expects to gain access to the subject property via an easement with the adjoining Pleasant Valley School District property. At such time in the future that said easement is no longer practical or possible, the LESSOR agrees to provide access easement via the nearest or most practical city street.

19. ACCEPTANCE BY LESSOR

Until accepted by LESSOR, this document constitutes an offer by LESSEE on the terms stated above. This Offer shall expire on May 1, 2020 at 5:00 PM, CST. If not accepted by such date, it shall become null and void.

Executed by LESSEE:		Executed by LESSOR:	
_____		_____	
David Donovan, Director	Date	For City of Bettendorf	Date

INITIAL:

_____

_____

ATTACHMENT A – LEGAL DESCRIPTION/SURVEY / LEASE EXTENTS

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.

SEE ATTACHED SURVEY

INITIAL:

_____

_____

ATTACHMENT B – INTENDED USE DESCRIPTION

LESSEE intends to use said leased property for the purposes of erecting a radio tower as one component of a P-25 Digital public safety radio system for the Quad City area (Scott County in Iowa and Rock Island County in Illinois) and site compound to include the following features or components:

1) Self-supported radio tower structure of between 180 and 260 feet in height. Tower shall have numerous antennae, microwave dishes and other similar appendages mounted to the tower to support said radio system. Tower shall be equipped with warning beacons to make safe for approaching aircraft.
2) A chain link or similar fencing system with gate access for the purposes of segregating, protecting and securing the site improvements. Approximate size of the fenced area is 70 feet by 70 feet. All other spaces outside the fenced area will not be secured or protected. Rather, the unused portions of the property will be open, green space.
3) A modular equipment building to house transmitter, switch, electrical and other system equipment.
4) Generator with housing, approximately 30 KW in size to provide emergency back-up power to the site in the event of commercial power outage.
5) A 500 gallon liquid propane tank as fuel for the generator.
6) Electrical service from the nearest and/or most practical commercial power source, including electrical meter, disconnect equipment and transformer as necessary. Electrical service may be overhead or direct buried, dependent on availability from the commercial electrical provider in the area.

LESSEE expects to engage in normal construction activities associating with the construction and commissioning of a digital radio tower site. Those activities will largely take place within the first 18 months of the term of the lease.

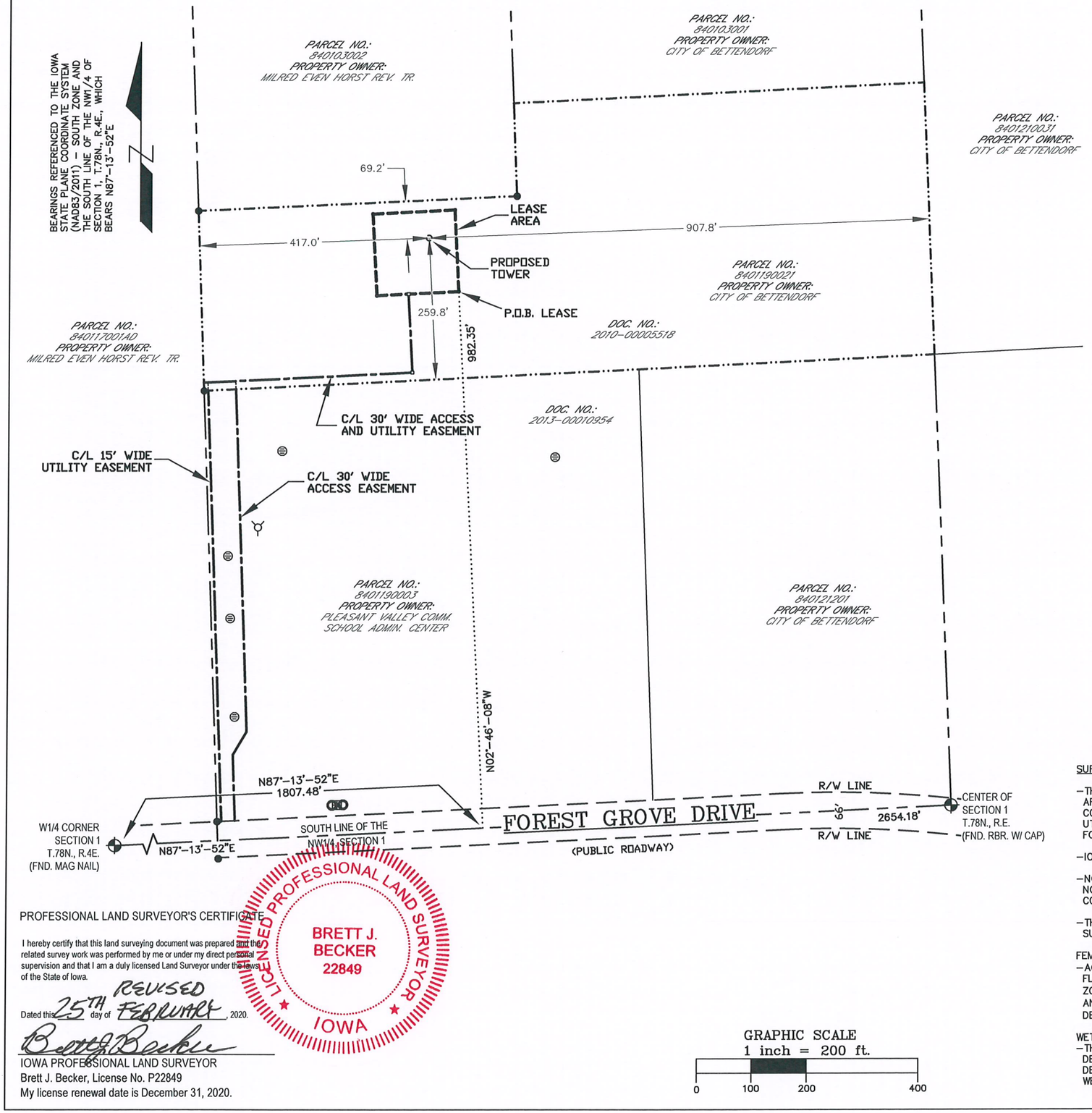
Thereafter, LESSEE expects to access the site regularly to inspect, maintain and repair said public safety radio system.

The LESSEE reserves the right to lease space on said tower to other entities with the need for commercial tower space. Said entities may include for profit telecommunications providers who may be required to compensate the LESSEE for the provision of said space. The leasing of space to others or the use of the tower for other purposes may require the placement of one or more additional small equipment buildings on the site.

INITIAL:

_____

_____



PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

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.

Dated this 25TH day of REVISED FEBRUARY, 2020.

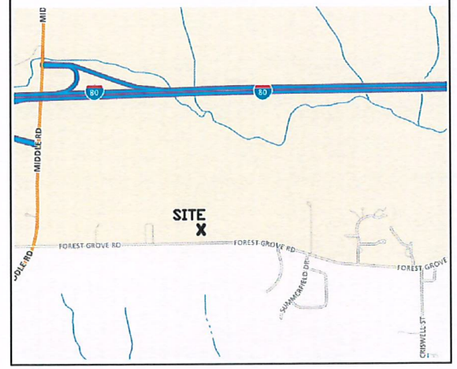
Brett J. Becker

IOWA PROFESSIONAL LAND SURVEYOR
Brett J. Becker, License No. P22849
My license renewal date is December 31, 2020.

LICENSED PROFESSIONAL LAND SURVEYOR
BRETT J. BECKER
22849
IOWA

GRAPHIC SCALE
1 inch = 200 ft.
0 100 200 400

-VICINITY MAP-



PROPOSED TOWER BASE

LATITUDE: 41°-35'-35.31"
LONGITUDE: 90°-26'-52.96"
(Per North American Datum of 83/2011)

Ground Elevation: 736.2'
(Per North American Vertical Datum of 1988)

-LEGEND-

- o = 1" X 18" IRON PIPE SET
- ● = REBAR FOUND
- □ = 6" NAIL SET
- = COUNTY MONUMENT FOUND
- = FIBER OPTIC VAULT
- = FIRE HYDRANT
- = STORM INLET
- = WOOD POST
- — F — F — = BURIED FIBER OPTIC LINE
- — ST — ST — = STORM SEWER MAIN
- —·—·— = PROPERTY LINE

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-IOWA ONE CALL TICKET NO. 193260301.

-NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:
-ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 19163C0379F, DATED FEBRUARY 18 2011, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

WETLAND NOTE:
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

SCOTT COUNTY, IOWA
600 W. 4TH ST.
DAVENPORT, IA 52801

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
BETTENDORF GF

SITE NUMBER:
SC #3

SITE ADDRESS:
FOREST GROVE DR.
BETTENDORF, IA 52722

PROPERTY OWNER:
CITY OF BETTENDORF
1609 STATE ST.
BETTENDORF, IA 52722
(LEASE)

PLEASANT VALLEY COMM. SCHOOL BELMONT ADMIN. CENTER
525 BELMONT RD.
BETTENDORF, IA 52722
(EASEMENT)

PARCEL NO.:
8401190021 (LEASE)
840119003 (EASEMENT)

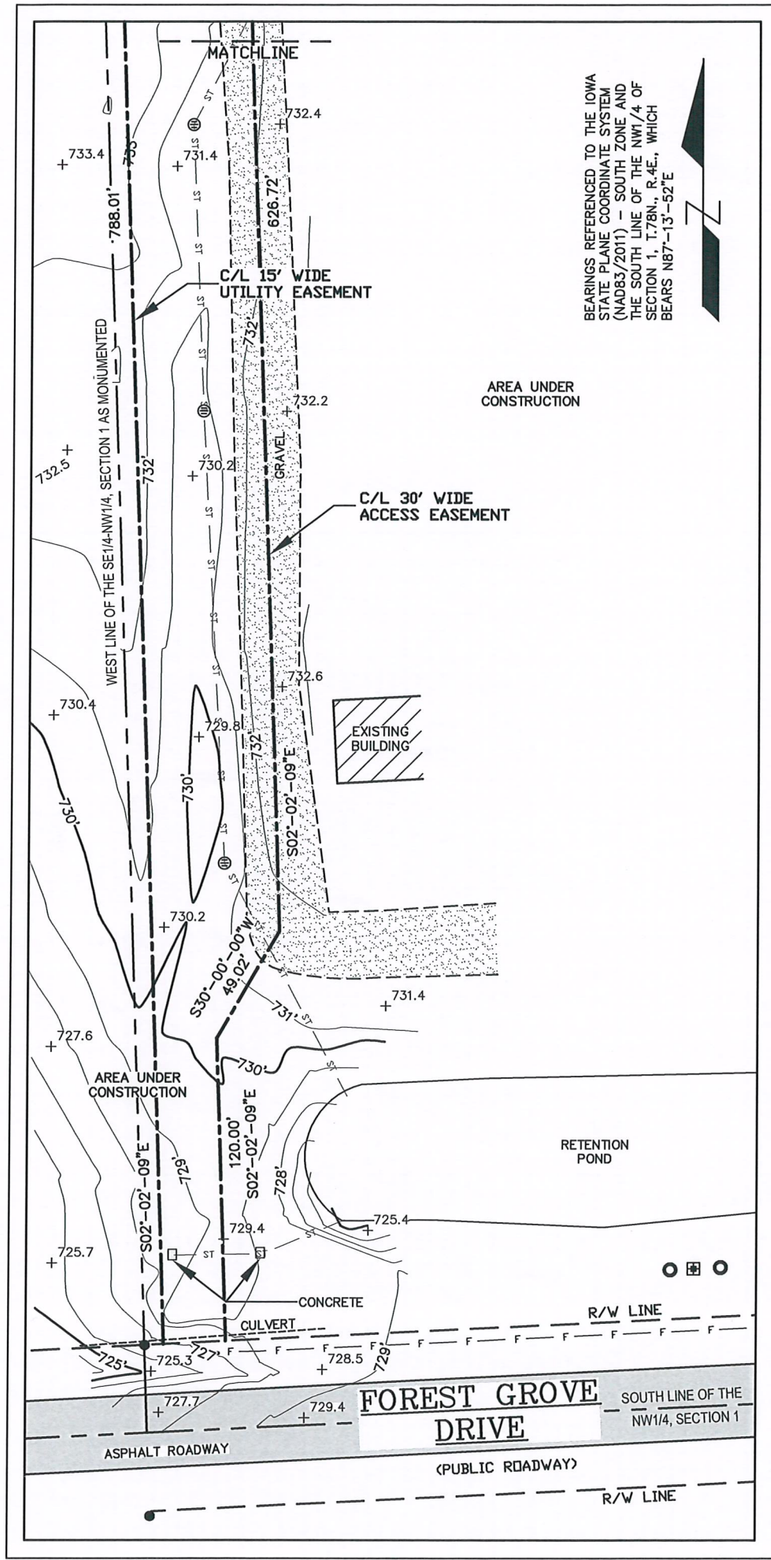
DEED REFERENCE:
DOC. NO. 2010-00005518 (LEASE)
DOC. NO. 2013-00010954 (EASE.)

LEASE EXHIBIT

FOR
SCOTT COUNTY, IOWA
PART OF THE SE1/4 OF THE NW1/4, SECTION 1, T.78N. R.4E., 5TH P.M., SCOTT COUNTY, IOWA

NO.	DATE	DESCRIPTION	BY
4	2/25/20	Revised Easements	JD
3	2/24/20	Final	BJB
2	12/20/19	Added Lease and Easements	JD
1	12/4/19	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 11-26-19
CHECKED BY: B.J.B.	FIELD BOOK: M-53, PG.68
JOB NO.: 11752	SHEET 1 OF 3



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 FEET 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 15,656 square feet (0.359 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 377.88 feet to the West line of the SE1/4 of said NW1/4 as monumented and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on West line of the SE1/4 of said NW1/4 as monumented; being subject to any and all easements and restrictions of record.

30 FEET WIDE ACCESS 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 23,872 square feet (0.548 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; thence S02°-51'-06"E 144.00 feet; thence S87°-08'-54"W 319.88 feet; thence S02°-02'-09"E 15.00 feet to the point of beginning; thence continue S02°-02'-09"E 626.72 feet; thence S30°-00'-00"W 49.02 feet; thence S02°-02'-09"E 120.00 feet to the North 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 North right of way line of Forest Grove Drive and the North line of lands described in Document No. 2013-00010954; being subject to any and all easements and restrictions of record.

15 FEET 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 11,819 square feet (0.271 acres) of land and being Seven and One-half (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 370.38 feet; thence S02°-02'-09"E 15.00 feet to the point of beginning; thence S02°-02'-09"E 788.01 feet to the North 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 North right of way line of Forest Grove Drive and the North line of lands described in Document No. 2013-00010954; being subject to any and all easements and restrictions of record.

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = REBAR FOUND
- = 6" NAIL SET
- = COUNTY MONUMENT FOUND
- = FIBER OPTIC VAULT
- = FIRE HYDRANT
- = STORM INLET
- = WOOD POST
- = BURIED FIBER OPTIC LINE
- = STORM SEWER MAIN
- = PROPERTY LINE

GRAPHIC SCALE
1 inch = 60 ft.
0 30 60 120

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811
Know what's below. Call before you dig.

LICENSED PROFESSIONAL LAND SURVEYOR
BRETT J. BECKER
22849
IOWA

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

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.

Dated this 25TH day of REVISED FEBRUARY, 2020.

Brett J. Becker

IOWA PROFESSIONAL LAND SURVEYOR
Brett J. Becker, License No. P22849
My license renewal date is December 31, 2020.

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

SCOTT COUNTY, IOWA
600 W. 4TH ST.
DAVENPORT, IA 52801

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
BETTENDORF GF

SITE NUMBER:
SC #3

SITE ADDRESS:
FOREST GROVE DR.
BETTENDORF, IA 52722

PROPERTY OWNER:
CITY OF BETTENDORF
1609 STATE ST.
BETTENDORF, IA 52722
(LEASE)

PLEASANT VALLEY COMM. SCHOOL
BELMONT ADMIN. CENTER
525 BELMONT RD.
BETTENDORF, IA 52722
(EASEMENT)

PARCEL NO.:
8401190021 (LEASE)
840119003 (EASEMENT)

DEED REFERENCE:
DOC. NO. 2010-00005518 (LEASE)
DOC. NO. 2013-00010954 (EASE.)

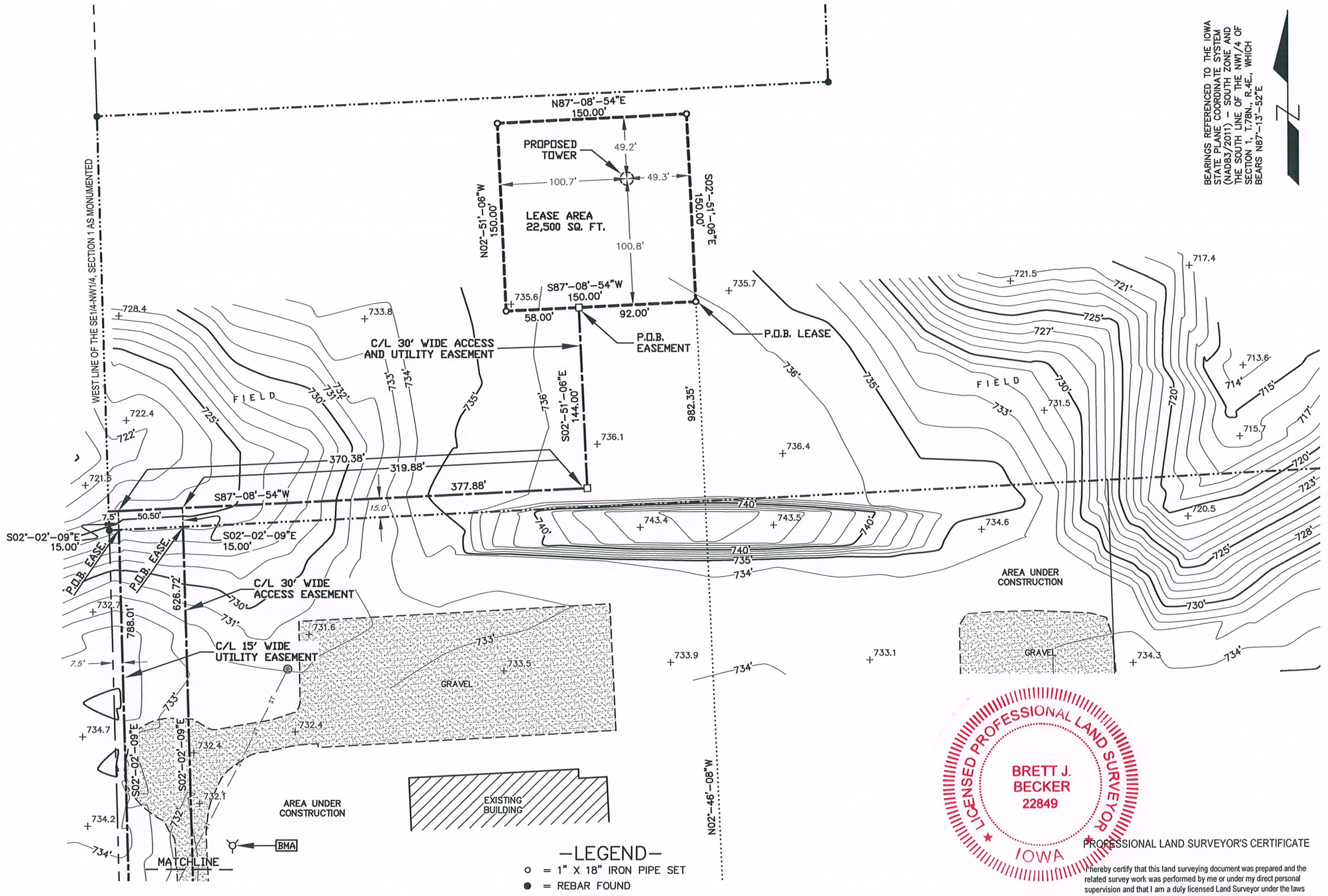
LEASE EXHIBIT

FOR
SCOTT COUNTY, IOWA

PART OF THE SE1/4 OF THE NW1/4, SECTION 1, T.78N. R.4E., 5TH P.M., SCOTT COUNTY, IOWA

NO.	DATE	DESCRIPTION	BY
4	2/25/20	Revised Easements	JD
3	2/24/20	Final	BJB
2	12/20/19	Added Lease and Easements	JD
1	12/4/19	Preliminary Survey	JB

DRAWN BY: J.B.
FIELD WORK DATE: 11-26-19
CHECKED BY: B.J.B.
FIELD BOOK: M-53, PG.68
JOB NO.: 11752
SHEET 2 OF 3



—LEGEND—

- = 1" X 18" IRON PIPE SET
- = REBAR FOUND
- = 6" NAIL SET
- = COUNTY MONUMENT FOUND
- = FIBER OPTIC VAULT
- = FIRE HYDRANT
- = STORM INLET
- = WOOD POST
- F — F — = BURIED FIBER OPTIC LINE
- ST — ST — = STORM SEWER MAIN
- = PROPERTY LINE

GRAPHIC SCALE
1 inch = 80 ft.
0 40 80 160

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF TAG BOLT OF FIRE HYDRANT
ELEVATION: 733.56'

BRETT J. BECKER 22849
LICENSED PROFESSIONAL LAND SURVEYOR
IOWA

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

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.

Dated this 25TH day of FEBRUARY, 2020. REVISED

Brett J. Becker

IOWA PROFESSIONAL LAND SURVEYOR
Brett J. Becker, License No. P22849
My license renewal date is December 31, 2020.

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

SCOTT COUNTY, IOWA
600 W. 4TH ST.
DAVENPORT, IA 52801

MERIDIAN SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
BETTENDORF GF

SITE NUMBER:
SC #3

SITE ADDRESS:
FOREST GROVE DR.
BETTENDORF, IA 52722

PROPERTY OWNER:
CITY OF BETTENDORF
1609 STATE ST.
BETTENDORF, IA 52722
(LEASE)

PLEASANT VALLEY COMM. SCHOOL
BELMONT ADMIN. CENTER
525 BELMONT RD.
BETTENDORF, IA 52722
(EASEMENT)

PARCEL NO.:
840119021 (LEASE)
840119003 (EASEMENT)

DEED REFERENCE:
DOC. NO. 2010-00005518 (LEASE)
DOC. NO. 2013-00010954 (EASE.)

LEASE EXHIBIT

FOR
SCOTT COUNTY, IOWA

PART OF THE SE1/4 OF THE NW1/4, SECTION 1, T.78N. R.4E., 5TH P.M., SCOTT COUNTY, IOWA

NO.	DATE	DESCRIPTION	BY
4	2/25/20	Revised Easements	JD
3	2/24/20	Final	BJB
2	12/20/19	Added Lease and Easements	JD
1	12/4/19	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 11-26-19
CHECKED BY: B.J.B.	FIELD BOOK: M-53, PG.68
JOB NO.: 11752	SHEET 3 OF 3

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.

MEETING DATE: March 17, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-134, "No Parking Zones At Stated Times Enumerated" by adding a No Parking Zone on 18th Street.

Explanation:

Parking is currently restricted on the east side of 18th Street in front of Mark Twain Elementary School. With the recent school reconstruction, a bus-drop off lane and school entrance were added along the west side of 18th Street to the property. While the entrance is intended for students to access the buses only, there has been an increase in vehicles parked along the west side of 18th Street during the school day. Given the increased enrollment in the new building, associated increase in the number of buses entering and leaving the property as well as the large turning movements for the buses, vehicles parked in front of the school have become a source of concern from the school and the Police Department.

After reviewing with the Police Department, staff is requesting that no parking be allowed on the west of 18th Street from the north entrance of the school to the north side of the intersection of 18th Street and Parkway Drive. This restriction will only be in effect from 8:00 AM to 4:00 when school is in session. This will allow the adjacent business to utilize the west side for overflow parking during the evenings if needed.

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 6-1-134, "NO PARKING ZONES AT STATED TIMES ENUMERATED"
BY ADDING A NO PARKING ZONE ON 18TH STREET.

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-134 entitled, "No Parking Zones At Stated Times Enumerated" is hereby amended by **adding** thereto the following no parking zone:

"18th Street, on the west side, from 30 feet south of Parkway Drive to 540 north of Lincoln Road"

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

MEETING DATE: March 17, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Ordinance amending the Bettendorf City Code Section 6-1-285 "Speed Restrictions" by adding a School Zone on 18th Street.

Explanation:

The recently reconstructed Mark Twain Elementary School added a bus-drop off lane and school entrance along the west side of 18th Street, whereas the previous site layout had only a driveway access and the building was much further away from the road. With the increased pedestrian, bus and vehicle traffic in this area staff is requesting a School Zone be established from just north of Parkway Drive to just north of Lincoln Avenue.

This Ordinance meets the City's mission by providing a quick response to concerns for safety.

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 THE BETTENDORF CITY CODE
SECTION 6-1-285 "SPEED RESTRICTIONS"
BY ADDING A SCHOOL ZONE ON 18TH STREET.

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-285 (B-9) entitled, "Speed Restrictions" is hereby amended by **adding** thereto the following:

7:00 A.M. - 5:00 P.M. WHEN SCHOOL IS IN SESSION
18th Street from 225 feet north of Elmwood Drive to 275 north of Lincoln Avenue, 25 miles per hour. At all other times, the speed limit shall be as established in subsection B8 of this section.

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

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

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

MARCH 17, 2020

The City Council of Bettendorf, Iowa met in regular session on March 17, 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 (telephonically), Baden, Webster (telephonically)
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 Bettendorf Presbyterian Church, Pastor Troy Winder.

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming the week of March 30, 2020 through April 3, 2020 as Boys and Girls Club Week in the Bettendorf community. This proclamation was requested by Ken Brooks, Director of Resource Development, Boys & Girls Club of the Mississippi Valley. More information may be found on their website: www.bgcmv.org

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming April 2, 2020 as Junior Achievement Day in the Bettendorf community. This proclamation was requested by Dougal Nelson, President and CEO of Junior Achievement of the Heartland. More information may be found on their website: www.jaheartland.org

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming the month of April 2020 as Earth Month in the Bettendorf community. This proclamation was requested by Susan Leuthauser of Progressive Action for the Common Good. More information may be found on their website: www.qcearth.org/earthweek2020

PUBLIC REQUESTS OF COUNCIL

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

PUBLIC HEARING REGARDING THE ADOPTION OF THE FY2020/21 BUDGET AND CERTIFICATION OF TAXES

Manager of Accounting Lori Ulloa and City Administrator Decker Ploehn gave an explanation of the resolution. Mayor Gallagher asked for 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.

RESOLUTION

Council Member Connors presented a resolution adopting the FY2020/21 Budget and Certification of Taxes, and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT-TO-EXCEED $450,000 GENERAL OBLIGATION CAPITAL LOAN NOTES

Mayor Gallagher asked for 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.

RESOLUTION

Council Member Naumann presented a resolution instituting proceedings to take additional action on the authorization of a loan and disbursement agreement and the issuance of not-to-exceed $450,000 General Obligation Capital Loan Notes, 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 Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING THE PLEASANT DRIVE RECONSTRUCTION PROJECT EAST OF HOLLOW VIEW DRIVE TO GREENFIELD ROAD

City Engineer Brent Morlok gave an explanation of the resolution. Mayor Gallagher asked for 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.

RESOLUTION

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

PUBLIC HEARING REGARDING THE HUNTINGTON MEADOWS DRAINTILE PROJECT

City Engineer Brent Morlok gave an explanation of the resolution. Mayor Gallagher asked for any questions. Council Member Adamson questioned staff and City Engineer Morlok 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.

RESOLUTION

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

PUBLIC HEARING REGARDING THE EASTBERRY COURT RECONSTRUCTION PROJECT FROM 18TH STREET TO END

City Engineer Brent Morlok gave an explanation of the resolution. Mayor Gallagher asked for any questions. Council Member Adamson question staff and City Engineer Morlok 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.

RESOLUTION

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

PUBLIC HEARING REGARDING AMENDING SECTION 11-11-3.A.1 OF TITLE 11 – SUPPLEMENTAL USE REGULATIONS – RESIDENTIAL USES

Community Development Director John Soenksen gave an explanation of the ordinance. 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.

ORDINANCE

Council Member Connors presented the first reading of an ordinance amending Section 11-11-3.A.1 of Title 11 – Supplemental Use Regulations – Residential Uses, and made a motion to approve the ordinance at its first reading as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

PUBLIC HEARING REGARDING AMENDING SECTIONS 11-2-7.R. KENNELS AND 11-2-1.II VETERINARY SERVICES (GENERAL) OF THE CITY OF BETTENDORF ZONING ORDINANCE

Community Development Director John Soenksen gave an explanation of the ordinance. 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.

ORDINANCE

Council Member Baden presented the first reading of an ordinance amending Section 11-2-7.R. Kennels and 11-2-1.II Veterinary Services (General) of the City of Bettendorf Zoning Ordinance, 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 Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE SECTION 6-1-134, "NO PARKING ZONES AT STATED TIMES ENUMERATED" BY ADDING A NO PARKING ZONE ON 18TH STREET

Council Member Adamson presented the first reading of an ordinance amending Bettendorf City Code Section 6-1-134, "No Parking Zones at Stated Times Enumerated" by adding a No Parking Zone on 18th Street, 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 Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE SECTION 6-1-285, "SPEED RESTRICTIONS" BY ADDING A SCHOOL ZONE ON 18TH STREET

Council Member Naumann presented the first reading of an ordinance amending Bettendorf City Code Section 6-1-285, "Speed Restrictions" by adding a School Zone on 18th Street, and made a motion to approve the ordinance at its first reading as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

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

Council Member Brown presented the second reading of an ordinance amending Bettendorf City Code Section 6-1-131(A) "No Parking Zones Enumerated" by adding a No Parking Zone on Grove Crossing, and made a motion to approve the ordinance at its second reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

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

Council Member Adamson presented the third and final 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 final reading as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

ORDINANCE – THIRD AND FINAL 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 Baden presented the third and final 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 final reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

CONSENT AGENDA

Mayor Gallagher asked for a motion to approve the Consent Agenda as presented. Council Member Connors made a motion to approve the Consent Agenda as presented, and Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion. None presented. Roll call vote indicated Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); Webster (aye); Adamson (aye); and Brown (aye). The motion passed unanimously.

SUPPLEMENTAL

City Administrator Decker Ploehn gave an update on the city's efforts in response to the COVID-19 situation and Governor Reynold's emergency order.

Council Member Connors thanked Community Development Director John Soenksen for his many years of dedicated service to the City and wished him well in his impending retirement.

ADJOURNMENT

There being no further business, Council Member Adamson made a motion to adjourn and Council Member Connors seconded the motion. The meeting was adjourned at approximately 7:38 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

CONSENT AGENDA
MARCH 17, 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 March 3, 2020. (Approve and Adopt)

B. Resolution setting the date for a public hearing and directing the advertising for bids for the 2020 Pavement Markings Program. (Approve and Adopt)

C. Resolution setting the date for a public hearing and directing the advertising for bids for the Duck Creek Recreational Trail Resurfacing Project from Kimberly Road to 18th Street. (Approve and Adopt)

D. Resolution setting the date for a public hearing and directing the advertising for bids for the Middle Road P.C.C. Rehabilitation Project from Belmont Road to Woodfield Drive. (Approve and Adopt)

E. Resolution setting the date for a public hearing on the FY2021 application for State Transit Assistance Funds for the Transit System Operations. (Approve and Adopt)

F. Resolution setting the date for a public hearing regarding the leasing of City-owned property at Forest Grove Park with the Scott County Emergency Communications Center for a new public safety communications radio tower. (Approve and Adopt)

G. Resolution awarding the contract and approving the contract and bond for the Queens Drive Reconstruction Project from Greenbrier Drive to Plymouth Drive. (Approve and Adopt)

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

I. Resolution awarding the contract and approving the contract and bond for the 2020 Bituminous Fog Seal Program. (Approve and Adopt)

J. Resolution awarding the contract and approving the contract and bond for the Highland Park Drive Storm Sewer Repair Project. (Approve and Adopt)

K. Resolution awarding the contract and approving the contract and bond for the Parks Maintenance Pole Building Concrete Flatwork Project. (Approve and Adopt)

L. Resolution awarding the contract and approving the contract and bond for the Palmer Hills Golf Course Bridge Repair Program. (Approve and Adopt)

M. Resolution awarding the contract for the Turf Maintenance Services Contract for City Right-of-Way (2020-2022). (Approve and Adopt)

N. Resolution accepting improvements for the Middle Road Recreational Trail Project from 53rd Avenue to Hopewell Avenue. (Approve and Adopt)

O. Resolution authorizing the submittal of Federal Fiscal Year 2020 Certifications and Assurances for Federal Transit Administration Assistance Programs. (Approve and Adopt)

P. Resolution authorizing the Mayor to sign the APWA Re-Accreditation Agreement. (Approve and Adopt)

Q. Resolution authorizing the Public Works Director to sign an agreement with Canadian Pacific Rail setting forth flood control procedures and responsibilities. (Approve and Adopt)

R. Resolution approving the 2020 Leasing of Property at Forest Grove Park for Agricultural Use. (Approve and Adopt)

S. Resolution approving and awarding the contract for hiring a demolition firm for properties involved in the Flood Grant Buyout Program. (Approve and Adopt)

T. Resolution awarding the contract to G&H Construction for the demolition of 1730 and 1738 Grant Street. (Approve and Adopt)

U. Resolution approving Civil Service list submitted for the Maintenance Worker position at the Life Fitness Center in the Parks and Recreation Department. (Approve and Adopt)

V. Resolution approving the purchase of two (2) 2020 Ford Police Hybrid Utility Vehicles. (Approve and Adopt)

W. Resolution approving the TBK Sports Complex Autoimmune Awareness Race 5k & 10k (Livefit with Lupus) to be held May 30, 2020. (Approve and Adopt)

X. Resolution approving the Corpuscle Shuffle 5k to be held on June 6, 2020. (Approve and Adopt)

Y. Resolution approving liquor license renewals for Hidden Hills Golf Club; Harley Corin's; Sunrise Golf; Caddy's Sports Bar & Grill; and The Bettplex, LLC; and a new liquor license for Just One More. (Approve and Adopt)

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

MEETING DATE: April 7, 2020

COUNCIL LETTER

REQUESTED BY: Schadt

VISION:

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

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

- **Resolution authorizing staff to enter into contract with Northwest Mechanical for services under the Premier Preventative Maintenance plan for the Waterfront Convention Center.**

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

Staff for the Isle, operator of the Waterfront Convention Center, has requested approval of a preventative maintenance contract for HVAC/mechanical services at the Waterfront. The cost of the annual contract is $43,913 and is paid from operating funds of the Waterfront. Northwest Mechanical is the original installer and has a history of maintenance services at the facility.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____- 20

Resolution authorizing a maintenance contract for Waterfront Convention Center

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that staff is hereby authorized to contract Northwest Mechanical to provide services under the Premier Preventative Maintenance plan for the Waterfront Convention Center for the annual contract price of $43,913.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal Administration 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 3rd party contracted services for FY2021.

Section 5310 Federal funds - $34,719

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 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 3rd party contracted services for the 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 19th day of May, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager
WARD: All

Item Title:

Resolution setting the date for a public hearing on the FY2020 application for Federal 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 non-fixed route ADA paratransit services 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.

Section 5307 Federal funds - $811,215

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 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 non-fixed route ADA paratransit services 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 19th day of May, 2020 and the City Clerk is hereby instructed to give notice of said hearing, said notice is to be published at least once as provided by law, not less than (30) thirty days before the date of the hearing.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: April 7, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 3

Item Title:

Resolution awarding the contract and approving the contract and bond 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.

Bids were opened on March 31, 2020. Hawkeye Paving Corp. of Bettendorf, Iowa was the low bidder of six (6) bids received. Bids ranged from the high of $269,209.87 to the low of $230,755.50, which is 7.7% below the engineer's estimate of $250,000.00.

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

Pleasant Drive Reconstruction Project from east of Hollow View Drive to Greenfield Road

WHEREAS, bids were accepted for the construction of the above project on the 31st day of March 2020, with Hawkeye Paving Corp. of Bettendorf, Iowa submitting the lowest responsible bid in the amount of $230,755.50 and

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

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

1. The bid of Hawkeye Paving Corp. of Bettendorf, Iowa is hereby accepted for the Pleasant Drive Reconstruction Project from east of Hollow View Drive to Greenfield Road in the amount of $230,755.50.

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

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

4. A total purchase order amount of $240,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Pleasant Drive Reconstruction			Hawkeye Paving Corp		N.J. Miller, Inc.		Walter D. Laud, Inc.		LANGMAN CONSTRUCTION, INC.		McCarthy Improvement Company		Brandt Construction Co	
				Total Price	$230,755.50	Total Price	$241,963.50	Total Price	$254,171.37	Total Price	$257,749.87	Total Price	$264,508.12	Total Price	$269,209.87
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control & Access Provisions	1	LS	$15,000.00	$15,000.00	$7,000.00	$7,000.00	**$5,000.00**	$5,000.00	$14,500.00	$14,500.00	$36,400.00	$36,400.00	$50,000.00	$50,000.00
2	Filter Sock	1087	LF	$0.50	$543.50	$2.00	$2,174.00	**$0.01**	$10.87	**$0.01**	$10.87	**$0.01**	$10.87	**$0.01**	$10.87
3	Intake Protection	2	EA	$150.00	$300.00	$150.00	$300.00	**$100.00**	$200.00	$300.00	$600.00	**$100.00**	$200.00	$115.00	$230.00
4	Pavement, Driveway, and Sidewalk Removal	2601	SY	**$6.00**	$15,606.00	$12.00	$31,212.00	$15.00	$39,015.00	$15.00	$39,015.00	$17.00	$44,217.00	$10.00	$26,010.00
5	Water Service Lines, Lower or Replace	50	LF	$20.00	$1,000.00	$20.00	$1,000.00	$30.00	$1,500.00	$30.00	$1,500.00	$52.75	$2,637.50	**$15.00**	$750.00
6	Engineering Fabric	800	SY	**$2.00**	$1,600.00	$6.00	$4,800.00	**$2.00**	$1,600.00	$4.00	$3,200.00	$6.75	$5,400.00	$4.00	$3,200.00
7	Crushed Rock Stabilization	240	TON	**$10.00**	$2,400.00	$27.00	$6,480.00	$25.00	$6,000.00	$25.00	$6,000.00	$36.50	$8,760.00	$30.00	$7,200.00
8	Temporary Surfacing	50	TON	$15.00	$750.00	$30.00	$1,500.00	**$0.01**	$0.50	$25.00	$1,250.00	$38.50	$1,925.00	$40.00	$2,000.00
9	Granular Subbase, 6" (IDOT GR 12 or GR 14)	2725	SY	$14.00	$38,150.00	$9.50	$25,887.50	$14.00	$38,150.00	$8.00	$21,800.00	**$7.75**	$21,118.75	$11.00	$29,975.00
10	Perforated, Flexible Drain Tile (4")	1506	LF	$11.00	$16,566.00	**$10.00**	$15,060.00	**$10.00**	$15,060.00	$14.00	$21,084.00	$12.00	$18,072.00	$14.00	$21,084.00
11	P.C.C. Pavement, 6"	2470	SY	$51.00	$125,970.00	$52.00	$128,440.00	$53.50	$132,145.00	$53.50	$132,145.00	**$42.00**	$103,740.00	$44.50	$109,915.00
12	P.C.C. Driveway, 6"	131	SY	**$60.00**	$7,860.00	**$60.00**	$7,860.00	$80.00	$10,480.00	$85.00	$11,135.00	$107.00	$14,017.00	$75.00	$9,825.00
13	Select Topsoil, 4"	500	SY	$5.00	$2,500.00	$10.00	$5,000.00	$5.00	$2,500.00	**$4.00**	$2,000.00	$8.00	$4,000.00	$9.00	$4,500.00
14	Sodding and Fertilizing	500	SY	**$5.00**	$2,500.00	$8.00	$4,000.00	**$5.00**	$2,500.00	$7.00	$3,500.00	$8.00	$4,000.00	$9.00	$4,500.00
15	Chemical Spray Application	500	SY	**$0.01**	$5.00	$0.50	$250.00	**$0.01**	$5.00	**$0.01**	$5.00	**$0.01**	$5.00	**$0.01**	$5.00
16	Flexible Growth Medium	500	SY	**$0.01**	$5.00	$2.00	$1,000.00	**$0.01**	$5.00	**$0.01**	$5.00	**$0.01**	$5.00	**$0.01**	$5.00

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of April A.D., 2020, by and between Hawkeye Paving, Corp. , 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 **Pleasant Drive Reconstruction** project**,** all in strict accordance with the plans and specifications, including any and all addenda prepared by the Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

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

230,755.50

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Traffic Control and Access Provisions	1	LS	$ 15,000.00	$ 15,000.00
2	Filter Sock	1087	LF	$ 0.50	$ 543.50
3	Intake Protection	2	EA	$ 150.00	$ 300.00
4	Pavement, Driveway, and Sidewalk Removal	2601	SY	$ 6.00	$ 15,606.00
5	Water Service Lines, Lower or Replace	50	LF	$ 20.00	$ 1,000.00
6	Engineering Fabric	800	SY	$ 2.00	$ 1,600.00
7	Crushed Rock Stabilization	240	TON	$ 10.00	$ 2,400.00
8	Temporary Surfacing	50	TON	$ 15.00	$ 750.00
9	Granular Subbase, 6" (IDOT GR 12 or 14)	2725	SY	$ 14.00	$ 38,150.00
10	Perforated Flexible Draintile, 4"	1506	LF	$ 11.00	$ 16,566.00
11	P.C.C. Pavement, 6"	2470	SY	$ 51.00	$ 125,970.00
12	P.C.C. Driveway, 6"	131	SY	$ 60.00	$ 7,860.00
13	Select Topsoil, 4"	500	SY	$ 5.00	$ 2,500.00
14	Sodding And Fertilizing	500	SY	$ 5.00	$ 2,500.00
15	Chemical Spray Application	500	SY	$ 0.01	$ 5.00
16	Flexible Growth Medium	500	SY	$ 0.01	$ 5.00
				Total Base Bid:	**$ 230,755.50**

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

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

ARTICLE V. CONTRACT TIME- 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.

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

1) Addenda to Project Documents
2) Special Conditions
3) Plan Drawings
4) Supplemental General Conditions
5) General Conditions
6) City of Bettendorf Standard Drawings
7) City of Bettendorf Standard Specifications
8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications referenced in the above documents
9) Contract with the City
10) Contractor's Performance and Payment and Maintenance Bond
11) Contractor's Proposal
12) Notice to Bidders
13) Instructions to Bidders
14) Non-Collusion Affidavit

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

Hawkeye Paving, Corp.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

Title

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 20____.

MEETING DATE: April 7, 2020
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 5

Item Title:

Resolution awarding the contract and approving the contract and bond for the Huntington Meadows Draintile Project.

Explanation:

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.

Bids were opened on March 31, 2020. Kelly Construction of Davenport, Inc. of Davenport, Iowa was the low bidder of nine (9) bids received. Bids ranged from the high of $337,208.00 to the low of $179,703.00, which is 10.9% above the engineer's estimate of $162,000.00.

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 HUNTINGTON MEADOWS DRAINTILE PROJECT

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

Huntington Meadows Draintile Project

WHEREAS, bids were accepted for the construction of the above project on the 31st day of March 2020, with Kelly Construction of Davenport, Inc. of Davenport, Iowa submitting the lowest responsible bid in the amount of $179,703.00 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 Kelly Construction of Davenport, Inc. of Davenport, Iowa is hereby accepted for the Huntington Meadows Draintile Project in the amount of $179,703.00.

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 $185,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Huntington Meadows Draintile			Kelly Construction of Davenport, Inc.		Hawkeye Paving Corp		Emery Construction Group Inc.		N.J. Miller, Inc.		Walter D. Laud, Inc.		McCarthy Improvement Company		Miller Trucking & Excavating		McClintock Trucking & Excavating		Brandt Construction Co	
				Total Price	$179,703.00	Total Price	$197,732.00	Total Price	$201,285.50	Total Price	$202,627.00	Total Price	$219,229.50	Total Price	$224,785.00	Total Price	$228,582.00	Total Price	$257,117.00	Total Price	$337,208.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control and Access Provisions	1	LS	**$3,000.00**	$3,000.00	$40,000.00	$40,000.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00	**$3,000.00**	$3,000.00	$30,200.00	$30,200.00	**$3,000.00**	$3,000.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00
2	Filter Sock	2400	LF	$2.50	$6,000.00	**$0.50**	$1,200.00	$2.10	$5,040.00	$2.00	$4,800.00	$2.00	$4,800.00	$2.00	$4,800.00	$2.00	$4,800.00	$5.00	$12,000.00	$2.25	$5,400.00
3	Inlet Protection	13	EA	$175.00	$2,275.00	**$50.00**	$650.00	$200.00	$2,600.00	$150.00	$1,950.00	$75.00	$975.00	$75.00	$975.00	$500.00	$6,500.00	$300.00	$3,900.00	$85.00	$1,105.00
4	Pavement, Driveway, and Sidewalk Removal	566	SY	$18.00	$10,188.00	$17.00	$9,622.00	$13.00	$7,358.00	$15.00	$8,490.00	$21.50	$12,169.00	$19.00	$10,754.00	**$9.00**	$5,094.00	$12.50	$7,075.00	$27.00	$15,282.00
5	Storm Sewer Manhole, 4 Ft. Diameter	2	EA	$3,465.00	$6,930.00	$4,000.00	$8,000.00	$3,500.00	$7,000.00	$4,200.00	$8,400.00	$3,000.00	$6,000.00	$4,875.00	$9,750.00	**$2,750.00**	$5,500.00	$3,500.00	$7,000.00	$4,000.00	$8,000.00
6	Water Service Line, Lower or Replace	10	LF	**$40.00**	$400.00	$100.00	$1,000.00	$178.50	$1,785.00	$50.00	$500.00	$50.00	$500.00	$95.50	$955.00	$500.00	$5,000.00	$250.00	$2,500.00	**$40.00**	$400.00
7	Non Perforated Flexible Drain tile, 4"	726	LF	**$5.00**	$3,630.00	$15.00	$10,890.00	$19.00	$13,794.00	$8.00	$5,808.00	$25.00	$18,150.00	$16.00	$11,616.00	$22.00	$15,972.00	$15.00	$10,890.00	$60.00	$43,560.00
8	Non Perforated Flexible Drain tile, 6"	2316	LF	**$14.50**	$33,582.00	$20.00	$46,320.00	$20.00	$46,320.00	$15.00	$34,740.00	$31.00	$71,796.00	$16.75	$38,793.00	$27.50	$63,690.00	$20.00	$46,320.00	$40.00	$92,640.00
9	Non Perforated Flexible Drain tile, 8"	21	LF	**$18.00**	$378.00	$45.00	$945.00	$100.00	$2,100.00	$50.00	$1,050.00	$70.00	$1,470.00	$32.50	$682.50	$63.00	$1,323.00	$20.00	$420.00	$45.00	$945.00
10	Service Tee and Riser	33	EA	$189.00	$6,237.00	$200.00	$6,600.00	$175.00	$5,775.00	$500.00	$16,500.00	**$150.00**	$4,950.00	$190.00	$6,270.00	$200.00	$6,600.00	$500.00	$16,500.00	$1,350.00	$44,550.00
11	24" Diameter Cleanout	11	EA	$1,700.00	$18,700.00	$1,200.00	$13,200.00	**$1,115.00**	$12,265.00	$1,750.00	$19,250.00	$1,500.00	$16,500.00	$2,030.00	$22,330.00	$1,850.00	$20,350.00	$2,000.00	$22,000.00	$2,200.00	$24,200.00
12	Granular Subbase, 6" (IDOT GR 14)	341	SY	$17.00	$5,797.00	$18.00	$6,138.00	$10.75	$3,665.75	$15.00	$5,115.00	$11.50	$3,921.50	$26.50	$9,036.50	**$8.00**	$2,728.00	$15.00	$5,115.00	$28.00	$9,548.00
13	P.C.C. Driveway, 6"	341	SY	$90.00	$30,690.00	$65.00	$22,165.00	$73.75	$25,148.75	$70.00	$23,870.00	$80.00	$27,280.00	$72.00	$24,552.00	$105.00	$35,805.00	**$60.00**	$20,460.00	**$60.00**	$20,460.00
14	P.C.C. Sidewalk, 4"	2022	SF	$8.00	$16,176.00	**$6.00**	$12,132.00	$7.00	$14,154.00	$7.00	$14,154.00	$9.00	$18,198.00	$13.00	$26,286.00	$10.00	$20,220.00	$8.50	$17,187.00	$9.00	$18,198.00
15	Detectable Warning Surfaces at ADA Curb Ramps	10	SF	$35.00	$350.00	$35.00	$350.00	**$26.50**	$265.00	$40.00	$400.00	$50.00	$500.00	$76.50	$765.00	$50.00	$500.00	$75.00	$750.00	$30.00	$300.00
16	Landscaping Remove and Re-Install	1	LS	$3,970.00	$3,970.00	**$500.00**	$500.00	$1,075.00	$1,075.00	$600.00	$600.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$2,600.00	$2,600.00
17	Select Topsoil, 4"	2000	SY	$7.00	$14,000.00	**$5.00**	$10,000.00	$9.65	$19,300.00	$10.00	$20,000.00	$6.00	$12,000.00	$6.00	$12,000.00	**$5.00**	$10,000.00	$10.00	$20,000.00	$7.00	$14,000.00
18	Sodding and Fertilizing	2000	SY	$8.00	$16,000.00	**$4.00**	$8,000.00	$11.75	$23,500.00	$12.00	$24,000.00	$7.00	$14,000.00	$7.00	$14,000.00	$9.00	$18,000.00	$10.00	$20,000.00	$8.00	$16,000.00
19	Chemical Spray Application	2000	SY	$0.70	$1,400.00	**$0.01**	$20.00	$0.07	$140.00	$0.50	$1,000.00	**$0.01**	$20.00	**$0.01**	$20.00	$1.00	$2,000.00	$5.00	$10,000.00	**$0.01**	$20.00

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of April A.D., 2020, by and between Kelly Construction of Davenport, 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 **Huntington Meadows Draintile** project 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:

$179,703.00

computed as follows:

Base Bid

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Traffic Control and Access Provisions	1	LS	$3,000.00	$3,000.00
2	Filter Sock	2,400	LF	$2.50	$6,000.00
3	Inlet Protection	13	EA	$175.00	$2,275.00
4	Pavement, Driveway, and Sidewalk Removal	566	SY	$18.00	$10,188.00
5	Storm Sewer Manhole, 4 Ft. Diameter	2	EA	$3,465.00	$6,930.00
6	Water Service Line, Lower or Replace	10	LF	$40.00	$400.00
7	Non Perforated Flexible Drain tile, 4"	726	LF	$5.00	$3,630.00
8	Non Perforated Flexible Drain tile, 6"	2,316	LF	$14.50	$33,582.00
9	Non Perforated Flexible Drain tile, 8"	21	LF	$18.00	$378.00
10	Service Tee and Riser	33	EA	$189.00	$6,237.00
11	24" Diameter Cleanout	11	EA	$1,700.00	$18,700.00
12	Granular Subbase, 6" (IDOT GR 14)	341	SY	$17.00	$5,797.00
13	P.C.C. Driveway, 6"	341	SY	$90.00	$30,690.00
14	P.C.C. Sidewalk, 4"	2,022	SF	$8.00	$16,176.00
15	Detectable Warning Surfaces at ADA Curb Ramps	10	SF	$35.00	$350.00
16	Landscaping Remove and Re-Install	1	LS	$3,970.00	$3,970.00
17	Select Topsoil, 4"	2,000	SY	$7.00	$14,000.00
18	Sodding And Fertilizing	2,000	SY	$8.00	$16,000.00
19	Chemical Spray Application	2,000	SY	$0.70	$1,400.00
				Total Base Bid:	**$179,703.00**

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 be completed by July 31, 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.

Kelly Construction of Davenport, 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: April 7, 2020
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: 4

Item Title:

Resolution awarding the contract and approving the contract and bond 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 cul-de-sac. Due to several sump pump drains that discharge towards the right-of-way, a separate storm sewer manifold system will be constructed within the project to allow residents to connect sump drain lines directly to a dedicated storm sewer line. 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.

Bids were opened on March 31, 2020. Walter D. Laud, Inc. of East Moline, Illinois was the low bidder of six (6) bids received. Bids ranged from the high of $384,507.04 to the low of $311,738.44, which is 2.2% above the engineer's estimate of $305,000.00.

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 EASTBERRY COURT RECONSTRUCTION PROJECT FROM 18TH STREET TO END

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

Eastberry Court Reconstruction Project from 18th Street to end

WHEREAS, bids were accepted for the construction of the above project on the 31st day of March 2020, with Walter D. Laud, Inc. of East Moline, Illinois submitting the lowest responsible bid in the amount of $311,738.44 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 Walter D. Laud, Inc. of East Moline, Illinois is hereby accepted for the Eastberry Court Reconstruction Project from 18th Street to end in the amount of $311,738.44.

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 $330,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Eastberry Court Reconstruction			Walter D. Laud, Inc.		N.J. Miller, Inc.		Hawkeye Paving Corp		McCarthy Improvement Company		LANGMAN CONSTRUCTION, INC.		Brandt Construction Co	
				Total Price	$311,738.44	Total Price	$313,423.00	Total Price	$320,459.30	Total Price	$363,335.44	Total Price	$374,741.74	Total Price	$384,507.04
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control & Access Provisions	1	LS	**$2,000.00**	$2,000.00	$15,000.00	$15,000.00	$35,000.00	$35,000.00	$32,200.00	$32,200.00	$35,000.00	$35,000.00	$57,000.00	$57,000.00
2	Filter Sock	774	LF	**$0.01**	$7.74	$2.00	$1,548.00	$0.50	$387.00	**$0.01**	$7.74	**$0.01**	$7.74	**$0.01**	$7.74
3	Inlet Protection	3	EA	**$100.00**	$300.00	$150.00	$450.00	**$100.00**	$300.00	**$100.00**	$300.00	$200.00	$600.00	$115.00	$345.00
4	Pavement, Driveway, and Sidewalk Removal	2300	SY	$14.50	$33,350.00	$15.00	$34,500.00	**$8.00**	$18,400.00	$16.00	$36,800.00	$18.25	$41,975.00	$12.00	$27,600.00
5	Water Service Lines, Lower or Replace	50	LF	$30.00	$1,500.00	$30.00	$1,500.00	**$20.00**	$1,000.00	$53.00	$2,650.00	$30.00	$1,500.00	$40.00	$2,000.00
6	Downspout Outlet, Pop Up	1	EA	**$150.00**	$150.00	$250.00	$250.00	$300.00	$300.00	$490.00	$490.00	$500.00	$500.00	$350.00	$350.00
7	Single Intake, Standard, Remove and Replace w/ Dou	1	EA	**$4,500.00**	$4,500.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$6,520.00	$6,520.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00
8	Single Intake, Standard, Class I, New	2	EA	**$3,000.00**	$6,000.00	**$3,000.00**	$6,000.00	$4,300.00	$8,600.00	$3,280.00	$6,560.00	$4,500.00	$9,000.00	$3,200.00	$6,400.00
9	Storm Sewer Pipe, 15", New	133	LF	$80.00	$10,640.00	**$56.00**	$7,448.00	$120.00	$15,960.00	$67.50	$8,977.50	$90.00	$11,970.00	$75.00	$9,975.00
10	New Manhole Frame and Lid, with Chimney Seal	3	EA	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$1,000.00	$3,000.00	$1,515.00	$4,545.00	**$900.00**	$2,700.00	$1,500.00	$4,500.00
11	Pipe Foundation Stabilization	40	TON	**$0.01**	$0.40	$35.00	$1,400.00	$20.00	$800.00	$33.00	$1,320.00	$20.00	$800.00	$20.00	$800.00
12	Perforated, Flexible Drain Tile, 4"	1513	LF	**$8.00**	$12,104.00	$10.00	$15,130.00	$10.00	$15,130.00	$10.25	$15,508.25	$12.00	$18,156.00	$14.00	$21,182.00
13	Non Perforated, Flexible Drain Tile, 6"	1177	LF	$25.00	$29,425.00	$16.00	$18,832.00	$12.00	$14,124.00	**$10.25**	$12,064.25	$25.00	$29,425.00	$19.00	$22,363.00
14	Service Tee and Riser	16	EA	**$260.00**	$4,160.00	$500.00	$8,000.00	$300.00	$4,800.00	$1,100.00	$17,600.00	$300.00	$4,800.00	$950.00	$15,200.00
15	24-Inch Diameter Cleanout	8	EA	$1,500.00	$12,000.00	$1,500.00	$12,000.00	**$1,000.00**	$8,000.00	$1,425.00	$11,400.00	$1,600.00	$12,800.00	$1,300.00	$10,400.00
16	Engineering Fabric	1600	SY	**$2.00**	$3,200.00	$4.00	$6,400.00	**$2.00**	$3,200.00	$6.50	$10,400.00	**$2.00**	$3,200.00	$4.00	$6,400.00
17	Temporary Surfacing	30	TON	$50.00	$1,500.00	$35.00	$1,050.00	$20.00	$600.00	$39.50	$1,185.00	$20.00	$600.00	**$15.00**	$450.00
18	Crushed Rock Stabilization	400	TON	$30.00	$12,000.00	$28.00	$11,200.00	$30.00	$12,000.00	$38.25	$15,300.00	**$20.00**	$8,000.00	**$20.00**	$8,000.00
19	Granular Subbase, 6" (IDOT GR 12 or 14)	2444	SY	$9.50	$23,218.00	$9.25	$22,607.00	$15.00	$36,660.00	**$8.20**	$20,040.80	$9.00	$21,996.00	$12.00	$29,328.00
20	P.C.C. Pavement, 6"	1992	SY	$58.75	$117,030.00	**$54.00**	$107,568.00	**$54.00**	$107,568.00	$58.80	$117,129.60	$65.00	$129,480.00	$62.50	$124,500.00
21	P.C.C. Driveway, 6"	324	SY	$71.00	$23,004.00	**$60.00**	$19,440.00	**$60.00**	$19,440.00	$97.00	$31,428.00	$80.00	$25,920.00	$65.00	$21,060.00
22	P.C.C. Sidewalk, 4"	233	SF	$13.00	$3,029.00	$10.00	$2,330.00	$10.00	$2,330.00	$13.00	$3,029.00	**$9.90**	$2,306.70	$12.00	$2,796.00
23	Detectable Warning Surfaces at ADA Curb Ramps	20	SF	$45.00	$900.00	$50.00	$1,000.00	$35.00	$700.00	$33.00	$660.00	$65.00	$1,300.00	**$30.00**	$600.00
24	Select Topsoil, 4"	515	SY	$6.00	$3,090.00	$8.00	$4,120.00	**$5.00**	$2,575.00	$6.00	$3,090.00	**$5.00**	$2,575.00	$7.00	$3,605.00
25	Sodding and Fertilizing	515	SY	$8.00	$4,120.00	$7.50	$3,862.50	**$5.00**	$2,575.00	$8.00	$4,120.00	$8.00	$4,120.00	$9.00	$4,635.00
26	Chemical Spray Application	515	SY	**$0.01**	$5.15	$0.50	$257.50	**$0.01**	$5.15	**$0.01**	$5.15	**$0.01**	$5.15	**$0.01**	$5.15
27	Flexible Growth Medium	515	SY	**$0.01**	$5.15	$2.00	$1,030.00	**$0.01**	$5.15	**$0.01**	$5.15	**$0.01**	$5.15	**$0.01**	$5.15

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of April, 2020, by and between
Walter D. Laud, 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 **Eastberry Court Reconstruction** project**,** all in strict accordance with the plans and specifications, including any and all addenda prepared by the Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

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311,738.44

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
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2	Filter Sock	774	LF	$ 0.01	$ 7.74
3	Inlet Protection	3	EA	$ 100.00	$ 300.00
4	Pavement, Driveway, and Sidewalk Removal	2300	SY	$ 14.50	$ 33,350.00
5	Water Service Lines, Lower or Replace	50	LF	$ 30.00	$ 1,500.00
6	Downspout Outlet, Pop Up	1	EA	$ 150.00	$ 150.00
7	Single Intake, Std, Remove and Replace w/Double	1	EA	$ 4,500.00	$ 4,500.00
8	Single Intake, Standard Class I, New	2	EA	$ 3,000.00	$ 6,000.00
9	Storm Sewer Pipe, 15", New	133	LF	$ 80.00	$ 10,640.00
10	New Manhole Frame & Lid, with Chimney Seal	3	EA	$ 1,500.00	$ 4,500.00
11	Pipe Foundation Stabilization	40	Ton	$ 0.01	$ 0.40
12	Perforated, Flexible Drain Tile, 4"	1513	LF	$ 8.00	$ 12,104.00
13	Non Perforated, Flexible Drain Tile, 6"	1177	LF	$ 25.00	$ 29,425.00
14	Service Tee & Riser	16	EA	$ 260.00	$ 4,160.00
15	24-Inch Diameter Cleanout	8	EA	$ 1,500.00	$ 12,000.00
16	Engineering Fabric	1600	SY	$ 2.00	$ 3,200.00
17	Temporary Surfacing	30	TON	$ 50.00	$ 1,500.00
18	Crushed Rock Stabilization	400	TON	$ 30.00	$ 12,000.00
19	Granular Subbase, 6" (IDOT GR 12 or 14)	2444	SY	$ 9.50	$ 23,218.00
20	P.C.C. Pavement, 6"	1992	SY	$ 58.75	$ 117,030.00
21	P.C.C. Driveway, 6"	324	SY	$ 71.00	$ 23,004.00
22	P.C.C. Sidewalk, 4"	233	SF	$ 13.00	$ 3,029.00
23	Detectable Warning Surfaces at ADA Curb Ramps	20	SF	$ 45.00	$ 900.00
24	Select Topsoil, 4"	515	SY	$ 6.00	$ 3,090.00
25	Sodding And Fertilizing	515	SY	$ 8.00	$ 4,120.00
26	Chemical Spray Application	515	SY	$ 0.01	$ 5.15
27	Flexible Growth Medium	515	SY	$ 0.01	$ 5.15

Total Base Bid: $ 311,738.44

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- 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.

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

1) Addenda to Project Documents
2) Special Conditions
3) Plan Drawings
4) Supplemental General Conditions
5) General Conditions
6) City of Bettendorf Standard Drawings
7) City of Bettendorf Standard Specifications
8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications referenced in the above documents
9) Contract with the City
10) Contractor's Performance and Payment and Maintenance Bond
11) Contractor's Proposal
12) Notice to Bidders
13) Instructions to Bidders
14) Non-Collusion Affidavit

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

Walter D. Laud, Inc.
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

Title

CITY OF BETTENDORF, IA

_____
Robert Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 20____.

MEETING DATE: April 7, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 3

Item Title:

Resolution approving a contract addendum with IMEG Corp. for the Palmer Hills Golf Course Bridge Repair Program.

Explanation:

There are four (4) original bridges remaining at Palmer Hills Golf Course, all on the western side of the course. All four (4) bridges are of the same type, being precast hollowcore concrete beam bridges. During their routine inspections done by IMEG Corp. in the fall of 2019, various repairs were noted with one bridge being recommended to be completely closed until repairs could be made. IMEG Corp. had been previously hired to prepare replacement plans for the bridge recommended to be closed, but given the additional repairs needed at the other bridges the decision was made to abandon the replacement at this time and repair all four (4) bridges now to leverage a better construction price.

The proposed addendum includes the time needed for IMEG Corp. to prepare plans and specifications for the repairs on all four (4) bridges as well as construction inspection. A portion of the overall cost was offset by unused funds from the original agreement.

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
Contract Addendum

RESOLUTION NO._____-20

RESOLUTION APPROVING A CONTRACT ADDENDUM WITH IMEG CORP.
FOR THE PALMER HILLS GOLF COURSE BRIDGE REPAIR PROGRAM

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

WHEREAS, the firm of IMEG Corp. has submitted a contract addendum 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 contract addendum from IMEG Corp. be accepted and the Director of Public Works is hereby authorized and directed to sign a contract amendment to professional engineering services in an amount not to exceed $29,550.00.

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

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

ADDENDUM FOR PROFESSIONAL SERVICES

This Addendum is made and entered into this _____ day of _____, 2020, by and between the City of Bettendorf, Iowa, a municipal corporation, hereinafter referred to as "City," and IMEG Corp., (Fed. I.D. #47-5145628), a service provider corporation, hereinafter referred to as "Service Provider," as follows:

THE CITY HEREBY AGREES TO RETAIN THE SERVICE PROVIDER, AND SERVICE PROVIDER HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES, OR MATERIALS TO PERFORM SUCH SERVICES GENERALLY DESCRIBED AS:

PALMER HILLS GOLF COURSE: BRIDGE REPLACEMENT FOR HOLES (#3/#6) AND (#14/#18)

1. SCOPE OF SERVICES. Service provided under this agreement shall be as further described in Attachment 1.

2. SCHEDULE. To complete the services herein described with an expected completion date for engineering services of April 30, 2020 excluding periods of delay caused by circumstances beyond the control of the Service Provider. Any deviations from the Schedule shall be approved by the authorized City representative.

3. COMPENSATION.

   A. In consideration of the additional service, work, equipment, supplies, or materials provided herein, the City agrees to pay the Service Provider the following additional sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Standard Hourly Rate Schedule in Attachment 2. All other clauses of the original agreement apply to this Addendum:

Basic Design Services of the Service Provider	$ 16,500
Basic Construction Services of the Service Provider	$ 13,450
Total Fees for Addendum No. 01	$ 29,550

SERVICE PROVIDER

IMEG CORP.

(Corporate Name)

By: John Fellman

Name: John Fellman

Title: Client Executive

CITY OF BETTENDORF

By: _____

Name: _____

Title: _____

ATTACHMENT 1 - AMENDED SCOPE OF SERVICES

The following shall be added to the original contract:

DESIGN PHASE SERVICES

1. Complete feasibility study and cost estimates based on recommendations from IMEG's 2019 Bridge Inspection Report for Holes #1, #2/3, #3/6, and #14/18.
2. Revise original scope of work for Holes #3/6 and #14/18 from full replacement to bridge reconstruction that included beam replacement, railing repairs and retrofit, and other associated work.
3. Add Bridges for holes #1 and #2/3 to the revised scope of work.
4. Prepare preliminary plans and assist City with procurement of Hollow Core Precast Beams, and review chosen manufacturer's shop drawings.
5. Complete final plans, specifications, and estimate of cost for bidding purposes.

CONSTRUCTION PHASE SERVICES

1. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide full-time observation, inspection, necessary materials testing, and documentation of Contractor's work.
    a. Assume 15 working days x 8 hours a day for a Monday thru Friday work week.
2. Attend preconstruction meeting.
3. Contract Administration including:
    a. Forward Contractor questions and Requests for Information (RFIs) to Engineer for review.
    b. Recommend and prepare weekly reports, pay estimates, change orders to the contract.
4. IMEG will provide a final punch list to Contractor.
5. Owner/Engineer/Contractor (OEC) meetings: None anticipated.
6. Prepare Revision of contract drawings to reflect as-built conditions.

ATTACHMENT 2

2020 STANDARD HOURLY RATES
(rates adjusted annually)

Client Executive / Market Director	$230
Project Executive	$190
Senior Civil Engineering Specialist	$170
Senior Civil Engineer III	$160
Senior Civil Engineer II	$145
Senior Civil Engineer	$135
Civil Project Engineer II	$130
Civil Project Engineer	$115
Civil Engineer	$110
Senior Civil Technical Specialist	$150
Senior Civil Designer III	$125
Senior Civil Designer II	$120
Senior Civil Designer	$115
Civil Project Designer II	$110
Civil Project Designer	$105
Civil Designer IV	$100
Civil Designer III	$95
Civil Designer II	$90
Civil Designer	$85
Design Technician II	$75
Design Technician	$65
Land Surveyor III	$150
Land Surveyor II	$125
Land Surveyor I	$105
Senior Survey Technician	$95
Survey Technician III	$90
Survey Technician II	$70
Survey Technician I	$60
Construction Manager	$130
Senior Construction Administrator	$125
Construction Administrator	$120
Senior Field Technician	$115
Field Technician IV	$90
Field Technician III	$85
Field Technician II	$80
Field Technician I	$75
Administrative Assistant	$75

MEETING DATE: April 7, 2020
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Resolution awarding the contract to Corn Crib Nursery for the Downtown Landscape Planting and Maintenance Program (2020-2022).

Explanation:

This contract is to provide various landscape planting, mulching and maintenance services at City Hall as well as planting and maintenance services for the planters located in the downtown area. The services will include but are not limited to planting of annuals, placement of mulch, replacements of some annuals with perennials and conversions of some existing mulch areas with annuals to rock mulch for those new perennials to reduce future maintenance costs, planting of all the downtown planters, watering of all plantings and related maintenance. The contract will be for a three (3) year period beginning in the spring of 2020 and terminating in the fall of 2022.

Proposals were received on April 1, 2020. Corn Crib Nursery of Coal Valley, Illinois was the low bidder of two (2) responsible bids received. Bids ranged from the high of 60,526.00 to the low of $58,800.00.

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
Bid Tabulation
Contract

RESOLUTION NO._____-20

RESOLUTION AWARDING THE CONTRACT TO CORN CRIB NURSERY FOR THE DOWNTOWN LANDSCAPE PLANTING AND MAITNENANCE PROGRAM

WHEREAS, the City of Bettendorf issued a Request for Proposal to provide landscape planting, mulching and maintenance services for the downtown area; and

WHEREAS, bids were received for Downtown Landscape Planting and Maintenance Program on the 1st day of April, 2020, and

WHEREAS, two (2) bids were received and Corn Crib Nursery of Coal Valley, Illinois was the lowest responsible bid in the amount of $58,800.00, and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Corn Crib Nursery 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 7th day of April, 2020.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

	Downtown Landscape Planting & Maintenance			**CONTRACTOR:** Corn Crib Nursery		**CONTRACTOR:** Greenspace Associates, Inc.	
TIME:	10:00 AM						
DATE	April 1, 2020						
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	VALUE	UNIT PRICE	VALUE
1.	2020 Landscape Season	1	LS	$23,000.00	$23,000.00	$23,702.00	$23,702.00
2.	2021 Landscape Season	1	LS	$20,000.00	$20,000.00	$20,694.00	$20,694.00
3.	2022 Landscape Season	1	LS	$15,800.00	$15,800.00	$16,130.00	$16,130.00
					$58,800.00		**$60,526.00**

Corn Crib Nursery
Award To

FORM OF CONTRACT

THIS CONTRACT, made the 7th day of April A.D., 2020, by and between **Corn Crib Nursery**, 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 **Downtown Landscape Planting & 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:

$58,800.00

computed as follows:

Base Bid

Item	Description	Quantity	Units	Unit Price	Total Price
1	2020 Landscape Season	1	LS	$23,000.00	$23,000.00
2	2021 Landscape Season	1	LS	$20,000.00	$20,000.00
3	2022 Landscape Season	1	LS	$15,800.00	$15,800.00

Total Base Bid: $58,800.00

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.

Corn Crib Nursery
(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: April 7, 2020
REQUESTED BY: Brent Morlok, P.E.
City Engineer

Item Title:

Resolution authorizing and directing the Mayor to sign a Federal-Aid Agreement for the Indiana Avenue Bridge Over Spencer Creek Replacement Project.

Explanation:

The City of Bettendorf, Scott County and Cedar County were all awarded funds for bridge replacements as part of a U.S. Department of Transportation Federal Rural Competitive Highway Bridge Program grant that was awarded to the State of Iowa. These projects were bundled together which was a requirement of the grant to show an innovative financing method. The grant was awarded for a total of $33.4M to the State of Iowa, which accounted for approximately 55% of the estimated construction costs. The remaining 45% for our project will be provided from the City Bridge Program. The only costs that the City will incur will be the preliminary engineering and construction engineering and inspection.

The proposed agreement is the standard federal-aid agreement for all projects in Iowa.

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

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

List Attachments:
Resolution
Federal-Aid Agreement

RESOLUTION NO._____-20

WHEREAS, the City of Bettendorf was awarded federal funding for the replacement of the Indiana Avenue Bridge over Spencer Creek; and

WHEREAS, the City is required to enter into an Agreement with the State of Iowa for the purpose of financing transportation improvement projects on streets and highways in Iowa with federal funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the Mayor is hereby authorized and directed to sign a Federal-Aid Agreement for the Indiana Avenue Bridge Over Spencer Creek Replacement Project.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Competitive Highway Bridge Program (CHBP) Project

Recipient: City of Bettendorf

Project No: BRM-CHBP-0587(638)--NB-82

Iowa DOT Agreement No: 6-20-CHBP-006

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Bettendorf, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Competitive Highway Bridge Program (CHBP) funding was made available by Division L of the Consolidated Appropriations Act, 2018, which appropriated $225 million to be awarded by the United States Department of Transportation for a competitive highway bridge program. Federal funds are available for replacement or rehabilitation of specific bridges, which were included in the grant application and made a part of Iowa's $33,442,000 Grant Award. The highway bridge replacement or rehabilitation projects included in the grant application demonstrate cost savings by the bundling of multiple highway bridge projects. Federal-aid Swap Highway Bridge Program (HBP) funds are also available, under 761 Iowa Administrative Code (IAC) Chapter 161.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide Competitive Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Recipient and the Department previously entered into Agreement No. 6-19-HBP-SWAP-017 for the above referenced project. Subsequent to the execution of Agreement No. 6-19-HBP-SWAP-017 the Recipient received approval for CHBP funding. This agreement hereby RESCINDS the original fully executed agreement 6-19-HBP-SWAP-017. The original Project Number BRM-SWAP-0587(638)--SD-82 has been RESCINDED and is hereby replaced with BRM-CHBP-0587(638)--NB-82. This agreement 6-20-CHBP-006, together with the exhibits, represents the entire agreement between the Recipient and the Department with regard to the subject matter herein and hereby supersedes all prior agreements.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Engineer, Brent Morlok.

3. The Recipient shall be responsible for the project development, construction inspection, and completion of the following bridge project:

    A. FHWA Structure Number: 000665

    B. Location: Indiana Avenue over Tributary to Spencer Creek

    C. Project number: BRM-CHBP-0587(638)--NB-82

    D. Preliminary Estimated Total Cost: $848,400

4. The Recipient shall "bundle" or "tie" the above listed project to the following projects via the Iowa DOT's Contracts and Specifications Bureau's letting process:

    A. FHWA Structure Number: 018450 in Cedar County

B. Location: F44 (290th Street) over Wapsinonoc Creek

C. Project number: BRS-CHBP-C016(109)--GB-16

D. Preliminary Estimated Total Cost: $850,000

and;

E. FHWA Structure Number: 302360 in Scott County

F. Location: 20th Avenue over Mud Creek

G. Project number: BRS-CHBP-C082(60)--GB-82

H. Preliminary Estimated Total Cost: $450,000

and;

I. FHWA Structure Number: 303170 in Scott County

J. Location: 20th Avenue over Tributary to Mud Creek

K. Project number: BRS-CHBP-C082(63)--GB-82

L. Preliminary Estimated Total Cost: $350,000

5. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to construction.

6. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.

7. 80% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from CHBP funds up to a maximum of $463,396, which is 55% of the construction cost estimate at the time of grant application submittal. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from CHBP funds, but at no time will the CHBP reimbursed amount exceed $463,396.

8. The remaining eligible construction projects costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap HBP Funds, made available through the Federal-aid Swap HBP Funds outlined in 761 IAC Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.

9. The Recipient shall pay for all project costs not reimbursed with CHBP funds or Federal-aid Swap HBP funds.

10. The Recipient shall let the project for bids through the Department.

11. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

12. It is the intent of both parties that no third party beneficiaries be created by this agreement.

13. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.

14. The project(s) shall be let to contract by September 30, 2021. If not, this agreement shall become null and void. The project shall be paid in full by September 30, 2026, or the amount not paid will be de-obligated.

15. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement 6-20-CHBP-006 as of the date shown opposite its signature below.

City Signature Block

By_____ Date _____, 20_____

_____
Title of city official

I,_____, certify that I am the City Clerk of Bettendorf, and that_____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20_____.

Signed_____ Date _____, 20_____

City Clerk of Bettendorf, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By_____ Date _____, 20_____
Nicole Moore, P.E.
Deputy Director, Local Systems

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.

c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.

d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 2 CFR 200.501 “Audit Requirements,” a non-Federal entity expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

   ii. The Recipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.

   iii. The Department’s DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the

matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

c. Upon receiving FHWA Authorization, the Recipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there are no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the recipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of fund can be adjusted or other options can be explored.

3. Federal Participation in Work Performed by Recipient Employees.

a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.

c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions, 4.030, Environmental Data Sheet Instructions, 4.020, NEPA Class of Action, and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 4.130, 404 Permit Process, 4.140, Storm Water Permits, 4.190, Highway Improvements in the Vicinity of Airports or Heliports, and 4.160, Asbestos Inspection, Removal, and Notification Requirements.

d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed $100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.

c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain

agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

b. For projects let through the Department, the Recipient shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.

iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.

c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.

d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.

e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

a. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

f. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.

e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:

   1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

   2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal fund, reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving federal fund on future projects until the Recipient has demonstrated responsible management of federal funds on roadway projects.

b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.

e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

MEETING DATE: April 7, 2020
REQUESTED BY: Brent Morlok, P.E.
City Engineer

Item Title:

Resolution authorizing and directing the Mayor to sign an Intergovernmental (28E) Agreement between the City of Bettendorf, Scott County and Cedar County for the Indiana Avenue Bridge Over Spencer Creek Replacement Project.

Explanation:

The City of Bettendorf, Scott County and Cedar County were all awarded funds for bridge replacements as part of a U.S. Department of Transportation Federal Rural Competitive Highway Bridge Program grant that was awarded to the State of Iowa. These projects were bundled together which was a requirement of the grant to show an innovative financing method. The proposed intergovernmental (28E) agreement was created by the State of Iowa and is required for all of the bundled project groupings. Each entity will be responsible for project development, construction inspection and final paperwork; however one entity must be designated as the "contracting authority" to handle overall coordination with the contractor. Scott County has agreed to that role. These projects are anticipated to be let in the fall of 2020 with construction to occur in 2021.

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

There are no costs associated with this agreement.

List Attachments:
Resolution
Intergovernmental Agreement

RESOLUTION NO._____-20

WHEREAS, the City of Bettendorf, Scott County, and Cedar County (collectively referred to as the "Municipalities") desire to work together for the purpose of replacing aged and deteriorated bridges; and

WHEREAS, the Municipalities were jointly awarded federal funding for bridge replacements in their respective communities; and

WHEREAS, the Municipalities are required to enter into an Agreement defining roles and responsibilities for the joint work per the State of Iowa; and

WHEREAS, all aspects of this Agreement are designed and intended to provide for upgraded bridge and roadway infrastructure in a cost effective manner.

NOW, THEREFORE, BE IT RESOLVED in a spirit of cooperation, and pursuant to the appropriate constitutional and statutory provisions, that this resolution approving a new intergovernmental agreement for the Indiana Avenue Bridge Over Spencer Creek Replacement Project is hereby approved by the City Council.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Cooperative Agreement
for a Competitive Highway Bridge Program (CHBP) Project

This is an agreement between the City of Bettendorf, Iowa; Cedar County, Iowa; and Scott County, Iowa. Iowa Code Section 28E provides for the ability for state and local agencies to enter into cooperative agreements with each other for the purpose of efficient use of their powers.

The Competitive Highway Bridge Program (CHBP) funding was made available by Division L of the Consolidated Appropriations Act, 2018, which appropriated $225 million to be awarded by the United States Department of Transportation for a competitive highway bridge program. Federal funds are available for replacement or rehabilitation of specific bridges, which were included in the grant application and made a part of Iowa's $33,442,000 Grant Award. Federal-aid Swap Highway Bridge Program (HBP) funds are also available, under 761 Iowa Administrative Code (IAC) Chapter 161.

Each party has entered into a Federal-aid Agreement with the Iowa Department of Transportation (DOT) for the below projects. The parties further agree as follows:

1. The Contracting Authority for the below listed projects will be Scott County. The Contracting Authority shall be responsible for contract administration between the Contracting Authority and the Prime Contractor.

2. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:

   A. City of Bettendorf, Iowa

   B. FHWA Structure Number: 000665 in City of Bettendorf

   C. Location: Indiana Avenue over Tributary to Spencer Creek

   D. Project number: BRM-CHBP-0587(638)--NB-82

   E. Preliminary Estimated Total Cost: $848,000

3. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:

   A. Cedar County, Iowa

   B. FHWA Structure Number: 018450 in Cedar County

   C. Location: F44 (290th Street) over Wapsinonoc Creek

   D. Project number: BRS-CHBP-C016(109)--GB-16

   E. Preliminary Estimated Total Cost: $850,000

4. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:

   A. Scott County, Iowa

   B. FHWA Structure Number: 302360 in Scott County

   C. Location: 20th Avenue over Mud Creek

   D. Project number: BRS-CHBP-C082(60)--GB-82

   E. Preliminary Estimated Total Cost: $450,000

   and;

F. FHWA Structure Number: 303170 in Scott County

G. Location: 20th Avenue over Tributary to Mud Creek

H. Project number: BRS-CHBP-C082(63)--GB-82

I. Preliminary Estimated Total Cost: $350,000

5. Each bridge owner shall pay for all projects costs initially. After payment is made to the Prime Contractor, the bridge owner shall make a request for reimbursement. Upon review and approval by Scott County, the Contracting Authority, a request for reimbursement shall be made to the Iowa DOT. Upon approval by the Iowa DOT, reimbursement shall be made to the bridge owner. All costs not reimbursed with CHBP funds or Federal-aid Swap HBP funds shall be paid for by each respective bridge owner. Any change orders during construction shall be approved by the bridge owner and the Contracting Authority.

6. The above listed projects shall be "bundled" or "tied" via the Iowa DOT's Contracts and Specifications Bureau's letting process. The project(s) shall be let to contract by September 30, 2021. If not, this agreement shall become null and void. The project shall be paid in full by September 30, 2026, or the amount not paid will be de-obligated.

7. After the bid letting, all parties agree to discuss the bids and take action to either award a contract to the low bidder or reject all bids within 30 days of the letting date. The Contracting Authority shall then follow the Iowa DOT process to accept the low bid or reject all bids.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By_____ Date _____, 20_____

_____
Title of city official

I,_____, certify that I am the City Clerk of Bettendorf, and that_____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20_____.

Signed_____ Date _____, 20_____

City Clerk of Bettendorf, Iowa

County Signature Block

This agreement was approved by official action of the Cedar County Board of Supervisors in official session on the 24 day of March, 2020.

Cari Dauber
County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Scott County Board of Supervisors in official session on the _____day of _____, 20_____.

_____
County Auditor

_____
Chair, County Board of Supervisors

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment for one (1) stainless steel spreader to fit existing snow plow truck #1022.

Explanation:

The Vehicle Replacement Committee has approved the purchase of one (1) stainless steel spreader to replace the severely rusting mild steel spreader in snow plow truck #1022.

Henderson Truck Equipment is a Sourcewell vendor and has submitted a contract price in the amount of $37,296.00. Sourcewell contract prices for this vendor are 10% off of retail prices. The City's purchasing policy allows for purchases to be made through joint purchasing groups without going through a separate bidding process. This process has been utilized for this purchase.

Relationship to Goals:

Provide an effective use of resources to ensure the City gets the best value through its Vehicle Replacement Fund for its vehicle purchases and improvements.

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

Sufficient funds are budgeted for this purchase, which are available July 1, 2020.

List Attachments:
Resolution
Quote

RESOLUTION NO._____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO HENDERSON TRUCK EQUIPMENT FOR ONE (1) STAINLESS STEEL SPREADER TO FIT EXISTING TRUCK #1022

WHEREAS:

1. The purchase of one (1) stainless steel spreader has been approved by the Vehicle Replacement Committee, and

2. The proposed equipment meets the specifications recommended by staff, and

3. Henderson Truck equipment is an approved Sourcewell vendor for the work quoted.

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

That the Director of Public Works is hereby authorized and directed to issue a Purchase Order in the amount of $37,296.00 for one (1) stainless steel spreader to fit snow plow truck #1022.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Quote #131080
Rev #23

To: CITY OF BETTENDORF, IA
Attn: Mark
Quote Date: 3/25/2020
Valid Until: 4/24/2020
Sourcewell Contract# 080818-HPI
Sourcewell #: 2010
Quoted:
BETTENDORF 13' FSH/PWS - SOURCEWELL PRICING

Quoted By: Terry Solomon
Phone: 563-927-2828
Cell: 563-608-5995
Fax: 563-927-2521
Email: tsolomon@henderson-mfg.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

PWS liquid pre-wetting system

Power Source: **12V Electric Powered Pump**
Application: **V-box spreader**
Product Size: **Full Size V-Box 10-13FT Long**
Control Box: **Standard 12V Electric Pump Box**
Pump: **Standard 3.0 GPM Electric Pump**
Console: **None-Deduct PWSE Console**
Tank Size: **(2) 200 Gal Poly Tanks w/plumb & HW Requires 24" Bracing**
Spray Assembly: **Std Variable Displacement Nozzle Assembly**
Mounting Hardware: **Std Powder Coated Carbon Steel Mount Hardware**
Flush Kit: **System flush kit**
Option 1 Description: **FLOW METER INSTALLED**
Option 2 Description: **WILL USE EXISTING SPREADER CONTROL (5100EX)**
Option 3 Description: **.**

FSH salt / sand spreader

Spreader Model: **FSH-II Salt/Sand Spreader**
Hopper length: **13'**
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-II 50" (7.3 CY) w/ formed chain shields standard**
Conveyor: **Dual 7" dia. augers**
Gearcase: **3.6:1 planetary gearcase**
Flow Divider: **Yes, Factory Installed (recommended)**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Spinner disk: **20" urethane spinner disk**
Chute Extension: **10" SS Spinner Chute Extension (installed)**
Inverted vee: **Inverted vee, 201ss**
Install inverted vee: **Install at factory**
Screen type: **Std. top grate screens**
Install top grate screens: **Install at factory**
Metal spill shields: **Front metal spill shields, 304SS (loose "SL")**
Extended front idler grease tubes: **Extended front idler grease tubes**
Trunnion latch for tailgate: **Trunnion latch, Mild Channel (loose "SL")**
Conveyor motor w/ integral speed sensor: **Motor w/ integral speed sensor**

AMERICAN PUBLIC WORKS ASSOCIATION APWA Your Comprehensive Public Works Resource
MEMBER VERIFICATION PROGRAM NTEA MVP The Association for The Work Truck Industry VERIFIED MEMBER
Sourcewell Formerly NJPA Awarded Contract

HENDERSON
PRODUCTS, INC.
916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

Option 1 Description: **stainless steel spreader stands HSS-IS with rear bumper**
Option 2 Description: **INSTALL SPREADER STAND AT FACTORY**
Option 3 Description: **1ft. LONGER CONVEYOR DUE TO SPREADER STAND SO FRONT OF**
Option 4 Description: **SPREADER VERY CLOSE TO FRONT OF 13ft. FLOOR SPACE BODY.**
Option 6 Description: **SAME AS SERIAL #stfsh-723697-1 FROM 2018 EXCEPT FOR 13ft.**
Option 7 Description: **MUST FIT WITH PREWET TANKS**
Option 9 Description: **NO LIGHTING**

Installation Workup

Facility: **IDC-IA**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **International**
Chassis Model Yr: **EXISTING CHASSIS, TRUCK #1022**

Spreader Type: **FSH**
FSH Drive Type: **Hydraulic**
FSH Mount Type: **Slip in Mount**
Slip in Tie Downs: **IDC supp'd Weld-On Winch kit, Mild (w/4" x 60" straps)**
Trunnion Latch: **Install Fact Sup'ld Trun Latch Bar, sales to order with unit**
Front Spill Shield: **Factory supplied, installed @ IDC (sales to order with unit)**
FSH Spinner Configuration: **Standard Spinner install**
Spreader Options 1: **FORCE FEEDBACK ADAPTOR FOR INTERNAL SENSOR,QTE#1156123-1**
Spreader Options 2: **MOUNT IN EXISTING DUMP BODY, 13ft. FLOOR LENGTH**
Spreader Options 3: **INCLUDES REAR HOSE KIT ONLY FROM BACK OF TRUCK TO SPREADER**

Prewet/Liquid System: **V-box Prewet System**
System Type: **FSH**
Tank Configuration: **Vendor Supplied, IDC Installed (price below)**
Drive Configuration: **Electric Drive, Vendor Supplied (sales to quote w/ hyd)**
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**
Flush Kit: **Supplied by factory, Installed @ IDC (sales to order w/unit)**
Liquid Options 1: **CONTROLS ALL READY EXIST ON CHASSIS (5100EX)**
Liquid Options 2: **PLUMB WITH VALVE TO ALLOW FILLING ONE TANK THEN 2ND**
Liquid Options 3: **PRICING INCLUDES ALL SOURCEWELL DISCOUNTS**

Liquid Details:
EXTRA LARGE BALANCE TUBE BETWEEN TANKS.

HENDERSON
PRODUCTS, INC.
916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

Total configured price: $40,784.24
INCLUDES FREIGHT
Sourcewell package discount: 10%
Discounted single package price: $36,756.00
Package(s) : 1
Total: $36,756.00

Signed: _____ Date: _____

Quote notes:
TANDEM AXLE TRUCK #1022. SIMILAR TO 2018 JOB, EXCEPT 13' UNIT.

** QUOTE ASSUMES EXISTING COMPONENTS ARE IN GOOD WORKING CONDITION **

ADDITIONAL OPTION TO CONSIDER:
- STAINLESS STEEL TANK MOUNTS INSTEAD OF STEEL = ADD $ 540

LEAD-TIME = WILL ADVISE AT TIME OF ORDER. DUE TO COVID-19 SITUATION
AND TEMPORARY WORK STOPPAGE, LEAD TIMES ARE UNCLEAR.

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager

Item Title:

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Explanation:

The Vehicle Replacement Committee has approved the purchase of one (1) stainless steel spreader to replace the severely rusting mild steel spreader in snow truck #1023.

Henderson Truck Equipment is a Sourcewell vendor and has submitted a contract price in the amount of $34,852.00. Sourcewell contract prices for this vendor are 10% off of retail prices. The City's purchasing policy allows for purchases to be made through joint purchasing groups without going through a separate bidding process. This process has been utilized for this purchase.

Relationship to Goals:

Provide an effective use of resources to ensure the City gets the best value through its Vehicle Replacement Fund for its vehicle purchases and improvements.

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

Sufficient funds are budgeted for this purchase, which are available July 1, 2020.

List Attachments:
Resolution
Quote

RESOLUTION NO._____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO HENDERSON TRUCK EQUIPMENT FOR ONE (1) STAINLESS STEEL SPREADER TO FIT EXISTING TRUCK #1023

WHEREAS:

1. The purchase of one (1) stainless steel spreader has been approved by the Vehicle Replacement Committee, and

2. The proposed equipment meets the specifications recommended by staff, and

3. Henderson Truck equipment is an approved Sourcewell vendor for the work quoted.

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

That the Director of Public Works is hereby authorized and directed to issue a Purchase Order in the amount of $34,852.00 for one (1) stainless steel spreader to fit snow plow truck #1023.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Quote #131074
Rev #34

To: CITY OF BETTENDORF, IA
Attn: Mark
Quote Date: 3/25/2020
Valid Until: 4/24/2020
Sourcewell Contract# 080818-HPI
Sourcewell #: 2010
Quoted:
BETTENDORF 10' FSH/PWS - SOURCEWELL PRICING

Quoted By: Terry Solomon
Phone: 563-927-2828
Cell: 563-608-5995
Fax: 563-927-2521
Email: tsolomon@henderson-mfg.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

PWS liquid pre-wetting system

Power Source: **12V Electric Powered Pump**
Application: **V-box spreader**
Product Size: **Full Size V-Box 10-13FT Long**
Control Box: **Standard 12V Electric Pump Box**
Pump: **Standard 3.0 GPM Electric Pump**
Console: **None-Deduct PWSE Console**
Tank Size: **(2) 200 Gal Poly Tanks w/plumb & HW Requires 24" Bracing**
Spray Assembly: **Std Variable Displacement Nozzle Assembly**
Mounting Hardware: **Std Powder Coated Carbon Steel Mount Hardware**
Flush Kit: **System flush kit**
Option 1 Description: **FLOW METER INSTALLED**
Option 2 Description: **WILL USE EXISTING SPREADER CONTROL (5100)**
Option 3 Description: **.**

FSH salt / sand spreader

Spreader Model: **FSH-II Salt/Sand Spreader**
Hopper length: **10'**
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-II 50" (5.6 CY) w/ formed chain shields standard**
Conveyor: **Dual 7" dia. augers**
Gearcase: **3.6:1 planetary gearcase**
Flow Divider: **Yes, Factory Installed (recommended)**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Spinner disk: **20" urethane spinner disk**
Chute Extension: **10" SS Spinner Chute Extension (installed)**
Inverted vee: **Inverted vee, 201ss**
Install inverted vee: **Install at factory**
Screen type: **Std. top grate screens**
Install top grate screens: **Install at factory**
Metal spill shields: **Front metal spill shields, 304SS (loose "SL")**
Extended front idler grease tubes: **Extended front idler grease tubes**
Trunnion latch for tailgate: **Trunnion latch, Mild Channel (loose "SL")**
Conveyor motor w/ integral speed sensor: **Motor w/ integral speed sensor**

AMERICAN PUBLIC WORKS ASSOCIATION APWA Your Comprehensive Public Works Resource
MEMBER VERIFICATION PROGRAM NTEA MVP The Association for The Work Truck Industry VERIFIED MEMBER
Sourcewell Formerly NJPA Awarded Contract

Option 1 Description: **stainless steel spreader stands HSS-IS with rear bumper**
Option 2 Description: **INSTALL SPREADER STAND AT FACTORY**
Option 3 Description: **1ft. LONGER CONVEYOR DUE TO SPREADER STAND SO FRONT OF**
Option 4 Description: **SPREADER VERY CLOSE TO FRONT OF 10ft. BODY.**
Option 6 Description: **SAME AS SERIAL #stfsh-723697-1 FROM 2018**
Option 7 Description: **MUST FIT WITH PREWET TANKS**
Option 9 Description: **NO LIGHTING**

Installation Workup

Facility: **IDC-IA**
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**
Chassis Make: **International**
Chassis Model Yr: **EXISTING CHASSIS, TRUCK #1023**

Spreader Type: **FSH**
FSH Drive Type: **Hydraulic**
FSH Mount Type: **Slip in Mount**
Slip in Tie Downs: **IDC supp'd Weld-On Winch kit, Mild (w/4" x 60" straps)**
Trunnion Latch: **Install Fact Sup'ld Trun Latch Bar, sales to order with unit**
Front Spill Shield: **Factory supplied, installed @ IDC (sales to order with unit)**
FSH Spinner Configuration: **Standard Spinner install**
Spreader Options 1: **FORCE FEEDBACK ADAPTOR FOR INTERNAL SENSOR,QTE#1156123-1**
Spreader Options 2: **MOUNT IN EXISTING DUMP BODY, 10ft. FLOOR LENGTH**
Spreader Options 3: **INCLUDES REAR HOSE KIT ONLY FROM BACK OF TRUCK TO SPREADER**

Prewet/Liquid System: **V-box Prewet System**
System Type: **FSH**
Tank Configuration: **Vendor Supplied, IDC Installed (price below)**
Drive Configuration: **Electric Drive, Vendor Supplied (sales to quote w/ hyd)**
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**
Flush Kit: **Supplied by factory, Installed @ IDC (sales to order w/unit)**
Liquid Options 1: **CONTROLS ALL READY EXIST ON CHASSIS (5100)**
Liquid Options 2: **PLUMB WITH VALVE TO ALLOW FILLING ONE TANK THEN 2ND.**
Liquid Options 3: **PRICING INCLUDES ALL SOURCEWELL DISCOUNTS**

Liquid Details:
EXTRA LARGE BALANCE TUBE BETWEEN TANKS.

AMERICAN PUBLIC WORKS ASSOCIATION APWA Your Comprehensive Public Works Resource
MEMBER VERIFICATION PROGRAM NTEA MVP The Association for The Work Truck Industry VERIFIED MEMBER
Sourcewell Formerly NJPA Awarded Contract

HENDERSON
PRODUCTS, INC.
916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

Total configured price: $38,069.24
INCLUDES FREIGHT
Sourcewell package discount: 10%
Discounted single package price: $34,312.00
Package(s) : 1
Total: $34,312.00

Signed: _____ Date: _____

Quote notes:
SINGLE AXLE TRUCK #1023. SIMILAR TO 2018 JOB.

**QUOTE ASSUMES EXISITNG COMPONENTS ARE IN GOOD WORKING CONDITION **

ADDITIONAL OPTION TO CONSIDER:
- STAINLESS STEEL TANK MOUNTS INSTEAD OF STEEL = ADD $ 540

LEAD-TIME = WILL ADVISE AT TIME OF ORDER. DUE TO COVID-19 SITUATION
AND TEMPORARY WORK STOPPAGE, LEAD TIMES ARE UNCLEAR.

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to Henderson Truck Equipment to install three (3) existing stainless steel spreaders, three (3) new front plows and three (3) new mid-mount wing plows on three (3) new single axle chassis.

Explanation:

The Vehicle Replacement Committee has approved the purchase of three (3) single axle plow trucks to replace units #20434, #20438 and #20440 for FY 2021. These three (3) snow plow trucks were originally scheduled to be replaced after the 2011/ 2012 winter maintenance season. Instead, Public Works garage mechanics stripped these plow trucks down to the chassis and took them to a local body shop were everything was sandblasted, primed, and repainted to look like new. Stainless steel spreaders with two (2) - 100 gallon brine tanks were purchased and mounted directly to the chassis. All of the controls were then upgraded, including the addition of a pre-wetting system. At that time, the Vehicle Replacement Committee budgeted for $120,000 per truck for replacement. Staff rehabilitated these trucks at a cost of approximately $30,000 each.

These types of vehicles typically have a service life of eight (8) years. After we rehabilitate them back in 2012, we were able to get another eight (8) years of service life out of them for a total of sixteen (16) years. Now they are in need of replacement. The existing stainless steel spreaders from each truck will be removed and installed on a new chassis, along with new front plows and new mid-mount wing plows.

Henderson Truck Equipment is a Sourcewell vendor and has submitted a contract price in the amount of $75,577.00 for two (2) of the trucks and $76,524.00 for the third truck. The third truck is getting a new spreader chute. The total to outfit all three (3) trucks is $227,678.00. Sourcewell contract prices for this vendor are 10% off of retail prices. The City's purchasing policy allows for purchases to be made through joint purchasing groups without going through a separate bidding process. This process has been utilized for this purchase.

The chassis for these are being purchased through a separate Council letter and resolution. The chassis will be purchased from Thompson Truck & Trailer with the Sourcewell contract price of $85,864.00 per chassis. The combined price of the new plows with spreader remounting and new chassis is $161,441.00 for each of the first two (2) trucks and $162,388.00 for the third truck. The three (3) new trucks will cost a total $485,270.00.

Relationship to Goals:

Provide an effective use of resources to ensure the City gets the best value through its Vehicle Replacement Fund for its vehicle purchases and improvements.

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

Sufficient funds are budgeted for this purchase, which are available July 1, 2020.

List Attachments:
Resolution
Quote

RESOLUTION NO._____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO HENDERSON TRUCK EQUIPMENT TO INSTALL THREE (3) EXISTING STAINLESS STEEL SPREADERS, THREE (3) NEW FRONT PLOWS AND THREE (3) NEW MID-MOUNT WING PLOWS ON THREE (3) NEW SINGLE AXLE CHASSIS

WHEREAS:

1. The purchase of three (3) single axle plow trucks has been approved by the Vehicle Replacement Committee, and

2. The proposed equipment meets the specifications recommended by staff, and

3. Henderson Truck equipment is an approved Sourcewell vendor for the work quoted.

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

That the Director of Public Works is hereby authorized and directed to issue a Purchase Order in the amount of $227,678.00 to install three (3) existing stainless steel spreaders and three (3) new front and three (3) new mid-mount plows on three (3) new single axle chassis.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Henderson Products Inc.
916 SOUTH 10TH STREET MANCHESTER, IA 52057 • 888/360-7483 • FAX 563/927-7001

SALES QUOTATION: City of Bettendorf – SOURCEWELL

Date: 11/8/2019

TO:	**City of Bettendorf**	FROM:	**Terry Solomon**
ATTN:	**Mark Garrow**	PHONE:	**888-360-7483**
FAX:		FAX:	563-927-7001
# OF PAGES: **3**		**CELL:**	**563-608-5995**

I am pleased to quote you the following Henderson equipment package. Please let me know if you have any questions.

*** SOURCEWELL PRICING, City of Bettendorf Sourcewell member #2110 ***

Qty: 3 packages

Re-Mount Existing Henderson FSH V-Box Spreader and PWS Tanks

- Henderson to remove existing chassis mounted FSHV-box Spreader and Existing PWS-E Electric Pre-wet System from existing trucks . Existing unit has pre-wet and fenders installed (see below, will use existing tanks only with new PWSH).
- **Existing spreaders are 10' for approx. 84" C-A chassis**
- Re-install existing chassis mounted FSH V-box spreader and tanks on new single axle chassis. Quote assumes both V-box spreader and pre-wet tanks are in good operating condition **(replace existing spreader conveyor sensor if needed. Will re-use existing if possible, then supply new sensor for your stock.)**
- New winches and straps for tanks (standard straps. Stainless steel winches NOT available)
- Will use existing lighting. Re-wire as needed.
- New installation will include new power distribution panel with all circuits fused and labeled
- Back-up alarm installed
- Heavy duty ½" rubber rear mud flaps (swinging removable)
- Front poly ¼ fenders
- Rear pintle plate/hitch NOT included
- Stainless steel body not painted
- Acid wash spreader prior to re-install
- LED Spinner work light installed
- 1 unit will have a Direct Cast Spinner which will be supplied by City of Bettendorf (see options below for new standard spinner chute and spinner)

NEW Henderson PWS-H Hydraulic Pre-Wet System

- 4.1 GPM hydraulic motor
- NEW tanks NOT included. Will use existing tanks already installed on V-box
- New flow meter included
- Includes extra-large balance tube and fill valve to fill one or both tanks at same time (same as 2018 install)
- Includes hydraulic valve section in valve stack

Henderson Products Inc.
916 SOUTH 10TH STREET MANCHESTER, IA 52057 • 888/360-7483 • FAX 563/927-7001

NEW Henderson 10' Reversible Snow Plow x 42" moldboard (single axle = 10' plow)

- Integral shield moldboard (NO MAILBOX CUTOUT)
- STAINLESS STEEL MOLD BOARD SHEET
- Adjustable cutting edge trip (single section)
- 3" x 10" reversing cylinders (twin reversing cylinder with cushion valve mounted on plow).
- No running gear
- JOMA 6000 cutting edges
- 12" rubber deflector (installed)
- Plastic sight markers installed
- Parking jack installed
- Front of mold board not painted, backside Yellow
- Snow plow lights (Hella) with stainless steel hood mounted bracket installed

Henderson PIN and LOOP Hitch Snow Plow hitch

- Plow and low profile truck portion hitch, 4" x 2" lift cylinder, cheek plate mount
- Oscillating plow portion

Henderson 8' EXTENDABLE Mid Mount Wing:

- Dual function wing, one double acting cylinder to extend and retract. A second single acting cylinder to lift with float down.
- ½" x 6" standard cutting edge
- Pivot point moved 6" to increase overlap with front plow, SAME AS SERIAL #WNG-723638-1 delivered in 2018.
- LED (white) wing work light installed on wing
- Whelen amber wing warning flasher installed on wing
- Mold Board painted Orange, balance black
- **GL3000PMC Laserline Wing Guidance System installed (same as previous trucks, installed on cab) (must be cab mounted).**

Hydraulics / installation of equipment:

- Includes Force America load sensing hydraulic system as specified (HOT shift PTO, load sense pump, pump shut down protection, Force Add-A-Fold valves)
- Ultra 5100EX controller with electric joystick controls for plow (seat mounted).
- 5100EX controller for spinner, conveyor, and hydraulic pre-wet (closed loop)
- VT-35 valve tank enclosure combo side mounted (stainless steel with poly lid)
- Reversible snow plow and hitch, Pre-wet, and FSH installed and operational upon delivery
- Includes all new hoses, fittings, couplers required for new install

BASE PACKAGE PRICE = $ 64,596 each unit x 3 units
Includes delivery to City of Bettendorf, Iowa

Henderson Products Inc.
916 SOUTH 10TH STREET MANCHESTER, IA 52057 • 888/360-7483 • FAX 563/927-7001

ADDITIONAL OPTIONS TO CONSIDER:

- New stainless steel spinner chute and spinner for serial #FSH-31052) = **Add $ 947 each**
- Convert FSH to belt over chain conveyor (includes rubber seal strips installed) **Add $ 3,386 each x 3 units**
- Joma6000 Cutting Edge on Wing **Add $ 1,660 each x 3 units**
- Precise IX403 GPS system. Includes input harness, pressure switch for plow. Unit is 4G compatible. DOES NOT include software or monthly data fee (these will be billed direct from Precise) = **Add $ 1,597 each x 3 units**

Pro-Vision Camera System Option (same as 2018 system):

PRO-VISION® 4 Channel Solid State Video Recording System Features:
• Reliable Solid State Design
• 5 YEAR System Warranty
• LIFETIME SDXC Card Warranty
• HD Quality Video
• Wireless File Transfer
• Integrated GPS Mapping
• Simple Viewing Format
• Absolutely Unbeatable Value

The following is pricing for your specific camera system:

(5 Camera) PRO-VISION® 4 Channel Solid State Video Recording System Includes:

• DVR-704CD Base KIT with No Cameras
• PM-1694S 9.0" Quad View Touch Screen LCD Monitor KIT
• DVR-132 Zoom Camera KIT (27X) - Mirror Style Windshield Mount
• DVR-123 Standard / Roof Night Vision Camera KIT - 28 LEDs
• PC-1015 PRO Series™ Xtreme Duty Camera™ KIT - Standard Mount … (Includes: Camera and 10m AV Cable)
• PC-1015 PRO Series™ Xtreme Duty Camera™ KIT - Standard Mount … (Includes: Camera and 10m AV Cable)
• PC-1207 WEDGE Series™ Night Vision Camera KIT - Black [2.8mm]
• PX-1072 2 Camera Control Device
• DVR-750 GPS Antenna
• DVR-710 Enhanced Event Marker Button
• PD-1456 Video Splitter Cable
• PD-1456 Video Splitter Cable
• PD-1456 Video Splitter Cable
• PD-1456 Video Splitter Cable
• PD-1456 Video Splitter Cable
• Solid State DVR (Included in DVR-704CD)
• 64GB Class 10 SDXC Memory Card (Included in DVR-704CD)
• Lockable Cage (Included in DVR-704CD)
• Software & Guides (Included in DVR-704CD)

- **PRICE FOR CAMERA SYSTEM INSTALLED = Add $ 4,338 each x 3 units**

Henderson Products Inc.
916 SOUTH 10TH STREET MANCHESTER, IA 52057 • 888/360-7483 • FAX 563/927-7001

Delivery = We are currently booking May/June/July 2020 install.

Payment terms = NET due 30 days after delivery of completed truck**.**

Please sign, date, and return giving your acceptance of this proposal:

Signed - _____ **Date - _____**

MEETING DATE: April 7, 2020
REQUESTED BY: Mark Garrow
Transit/Garage Manager

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to Thompson Truck & Trailer for three (3) single axle truck chassis to be fitted with three (3) existing stainless steel spreaders, three (3) new front and three (3) new mid-mount plows.

Explanation:

The Vehicle Replacement Committee has approved the purchase of three (3) single axle plow trucks to replace units #20434, #20438 and #20440 for FY 2021. These three (3) snow plow trucks were originally scheduled to be replaced after the 2011/ 2012 winter maintenance season. Instead, Public Works garage mechanics stripped these plow trucks down to the chassis and took them to a local body shop were everything was sandblasted, primed, and repainted to look like new. Stainless steel spreaders with two (2) - 100 gallon brine tanks were purchased and mounted directly to the chassis. All of the controls were then upgraded, including the addition of a pre-wetting system. At that time, the Vehicle Replacement Committee budgeted for $120,000 per truck for replacement. Staff rehabilitated these trucks at a cost of approximately $30,000 each.

These types of vehicles typically have a service life of eight (8) years. After we rehabilitate them back in 2012, we were able to get another eight (8) years of service life out of them for a total of sixteen (16) years. Now they are in need of replacement. The existing stainless steel spreaders from each truck will be removed and installed on a new chassis, along with new front plows and new mid-mount wing plows.

The chassis will be purchased off the Sourcewell contract price. Sourcewell contract prices for this model of chassis are 31% off of retail prices. Navistar is a Sourcewell vendor and Thompson Truck and Trailer is a Navistar dealer. Thompson Truck and Trailer has submitted a contract price in the amount of $85,864.00 per truck. The total for all three (3) chassis is $257,592.00. The city's purchasing policy allows for purchases to be made through joint purchasing groups without going through a separate bidding process. This process has been utilized for this purchase.

The plows for these are being purchased through a separate Council letter and resolution. The plows will be purchased from Henderson Truck Equipment with the Sourcewell contract price of $76,524.00 per truck. The combined price of installing the new stainless steel plows with spreader remounting and new chassis is $161,441.00 for each of the first two (2) trucks and $162,388.00 for the third truck. The three (3) new trucks will cost a total $485,270.00.

Relationship to Goals:

Provide an effective use of resources to ensure the City gets the best value through its Vehicle Replacement Fund for its vehicle purchases and improvements.

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

Sufficient funds are budgeted for this purchase, which are available July 1, 2020.

List Attachments:

Resolution
Quote

RESOLUTION NO._____-20

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A PURCHASE ORDER TO THOMPSON TRUCK & TRAILER FOR THREE (3) SINGLE AXLE TRUCK CHASSIS TO BE FITTED WITH THREE (3) EXISTING STAINLESS STEEL SPREADERS, THREE (3) NEW FRONT AND THREE (3) NEW MID-MOUNT PLOWS

WHEREAS:

1. The purchase of three (3) single axle plow trucks has been approved by the Vehicle Replacement Committee, and

2. The proposed equipment meets the specifications recommended by staff, and

3. Navistar is an approved Sourcewell vendor for the particular work quoted and Thompson Truck and Trailer is an approved Navistar dealer.

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

That the Director of Public Works is hereby authorized and directed to issue a Purchase Order in the amount of $257,592.00 for three (3) new single axle truck chassis to fit three (3) existing stainless steel spreaders and three (3) new front and three (3) new mid-mount plows.

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

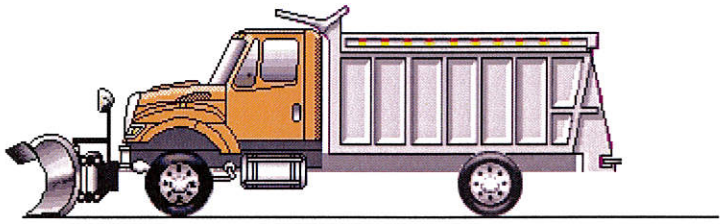
INTERNATIONAL® February 11, 2020

Prepared For:
City of Bettendorf
Mark Garrow
4403 Devils Glen Rd.
Bettendorf, IA 52722-
(563)344 - 4118

Presented By:
Thompson Truck & Trailer
Joede Kayser
3665 W 83RD STREET
DAVENPORT IA 52806 -
(563)326-4002

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

*Sourcewell Program Pricing



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 33000. Calc. GVWR: 34220
DIMENSION:	Wheelbase: 163.00, CA: 88.00, Axle to Frame: 45.00
ENGINE, DIESEL:	{Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

(US DOLLAR)

Description	Price
Net Sales Price:	$85,864.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

*Sourcewell Program Pricing

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

COUNCIL LETTER

MEETING DATE: April 7, 2020
REQUESTED BY: Brent Morlok

ITEM TITLE: Resolution approving the final plat of Ewing Bettendorf First Addition, submitted by Ewing Development. (Case 19-091)

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

Ewing Development had submitted an amended final plat of the Ewing Bettendorf First Addition. Since the last submittal to the Planning and Zoning Commission, the final plat has been modified to flag Lots 1 and 2 around Lot 3. This is being done to ensure that the overall property will have Middle Road addresses. The entire property currently has a Middle Road address. The final plat encompasses an approximately 15-acre parcel located at 2528 Middle Road (see Aerial Photo and Preliminary Plat - Attachments A and B). Access is anticipated through the Northwest Bank property with a second access anticipated from Happy Joe Drive. Three lots are established in the Ewing Bettendorf First Addition preliminary plat, and the final plat encompasses the same area as the preliminary plat (see Final Plat - Attachment C). The final plat is substantially consistent with the approved preliminary plat. The developer has submitted documentation regarding the conveyance of access and storm water easements (See Easement Agreements - 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) Preliminary Plat; (C) Final Plat; (D) Easement Agreements (E) Staff report to the 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 EWING BETTENDORF FIRST ADDITION

WHEREAS, Ewing Bettendorf has submitted the final plat of Ewing Bettendorf First Addition (amended plat), 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 Ewing Bettendorf First Addition subject to the following condition:

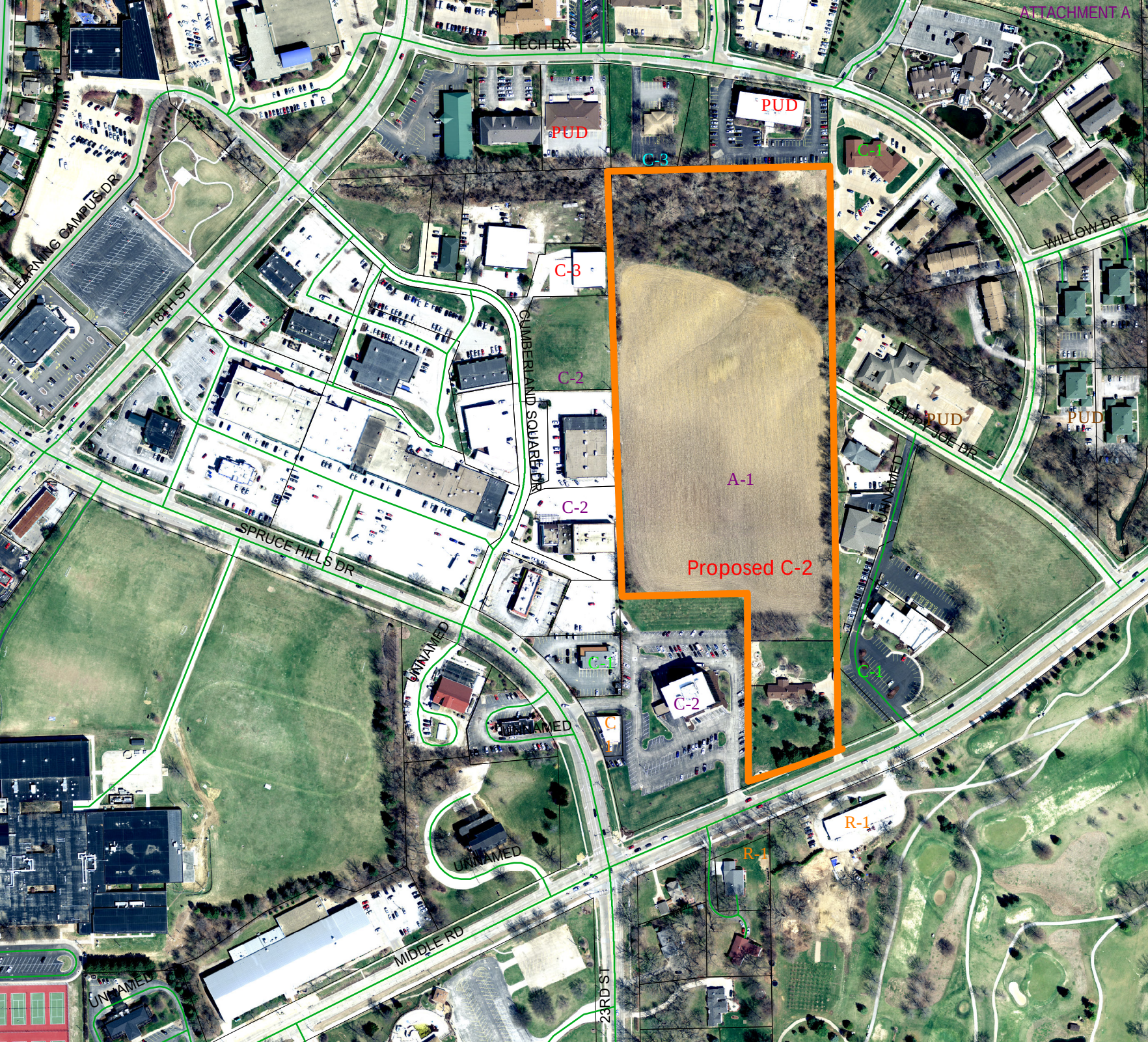
1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.

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

Robert S. Gallagher, Mayor

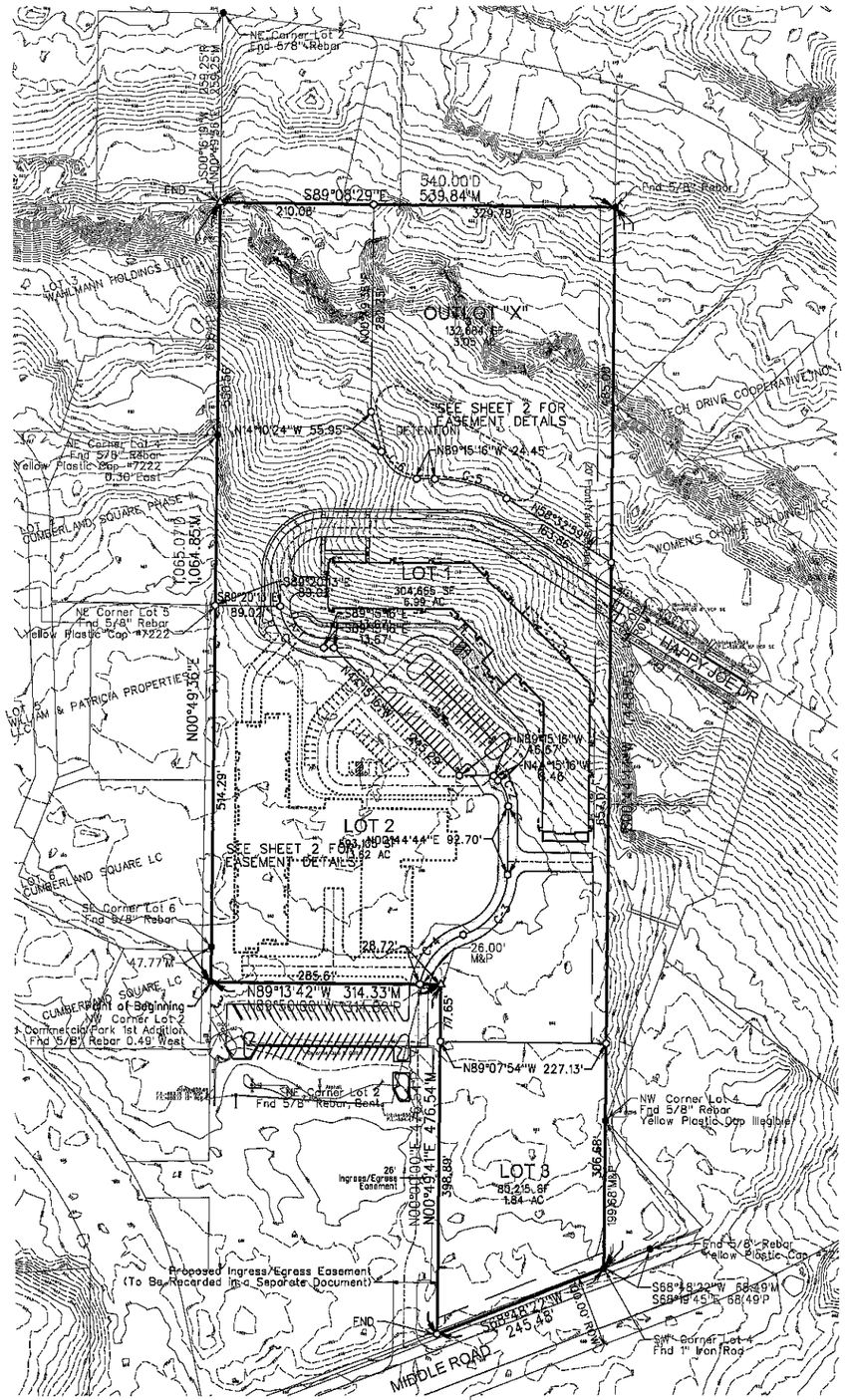
ATTEST:

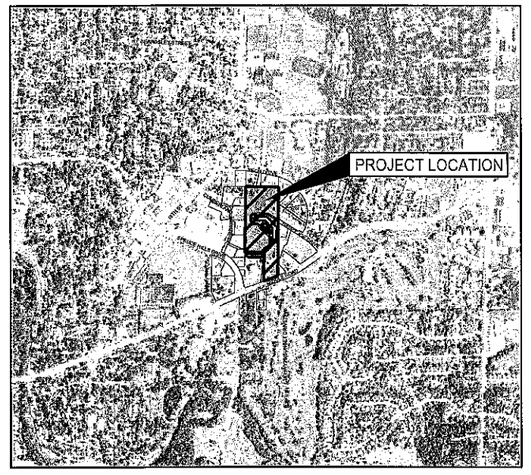
Decker P. Ploehn, City Clerk


ATTACHMENT A
TECH DR
PUD
PUD
C-3
C-1
WILLOW DR
LEARNING CAMPUS DR
18TH ST
C-3
CUMBERLAND SQUARE DR
C-2
PUD
PUD
HAPPY JOE DR
A-1
C-2
SPRUCE HILLS DR
UNNAMED
Proposed C-2
C-1
C-2
C-1
C-1
UNNAMED
UNNAMED
R-1
R-1
MIDDLE RD
UNNAMED
23RD ST

EWING BETTENDORF FIRST ADDITION

PRELIMINARY PLAT





NOT TO SCALE

VICINITY MAP

PLAT DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00° 49' 36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 89° 08' 29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 339.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00 °44' 44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68 °48' 22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A"OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION, THENCE NORTH 00° 49' 41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A" THENCE NORTH 89° 13' 42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

ZONING

C-2: COMMUNITY SHOPPING DISTRICT

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Cap #XXXX (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	RR	RR
Control Point	CP	CP
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

0 100 FEET

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

JASON A. LEDDEN — LICENSED PROFESSIONAL ENGINEER — 24117 — IOWA

Jason A. Ledden, P.E. Date

License Number 24117

My License Renewal Date is December 31, 2020

Pages or sheets covered by this seal:

MARK	REVISION	DATE	BY
2	REVISED PER CITY COMMENTS	10/29/19	RMM
1	REVISED PER CITY COMMENTS	10/8/19	RMM

Engineer: JAL Checked By: EDG Scale: 1"= 100'
Technician: RMM Date: 09/27/19 Field Bk: Pg:
Project No: 1190191 Sheet 1 of 1

EWING BETTENDORF FIRST ADDITION
PRELIMINARY PLAT
BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191
Sheet 1 of 1

W:\Shelf Library\CADD Standards\Work Space\Standards\Printing\Plan_Tables\Table.tbl
Wednesday, October 09, 2019 - 10:59:54 AM
Snyder 2100
10/29/2019 11:59:54 AM
cmorrison
S:\Projects\2019\190191\03 DWG\Civil\190191_PP.dwg

EWING BETTENDORF FIRST ADDITION

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
SECTION 21-78-4
E 1/2 NE 1/4

REQUESTED BY:
EWING DEVELOPMENT

RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⊞	⊞
Control Point	⊙CP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

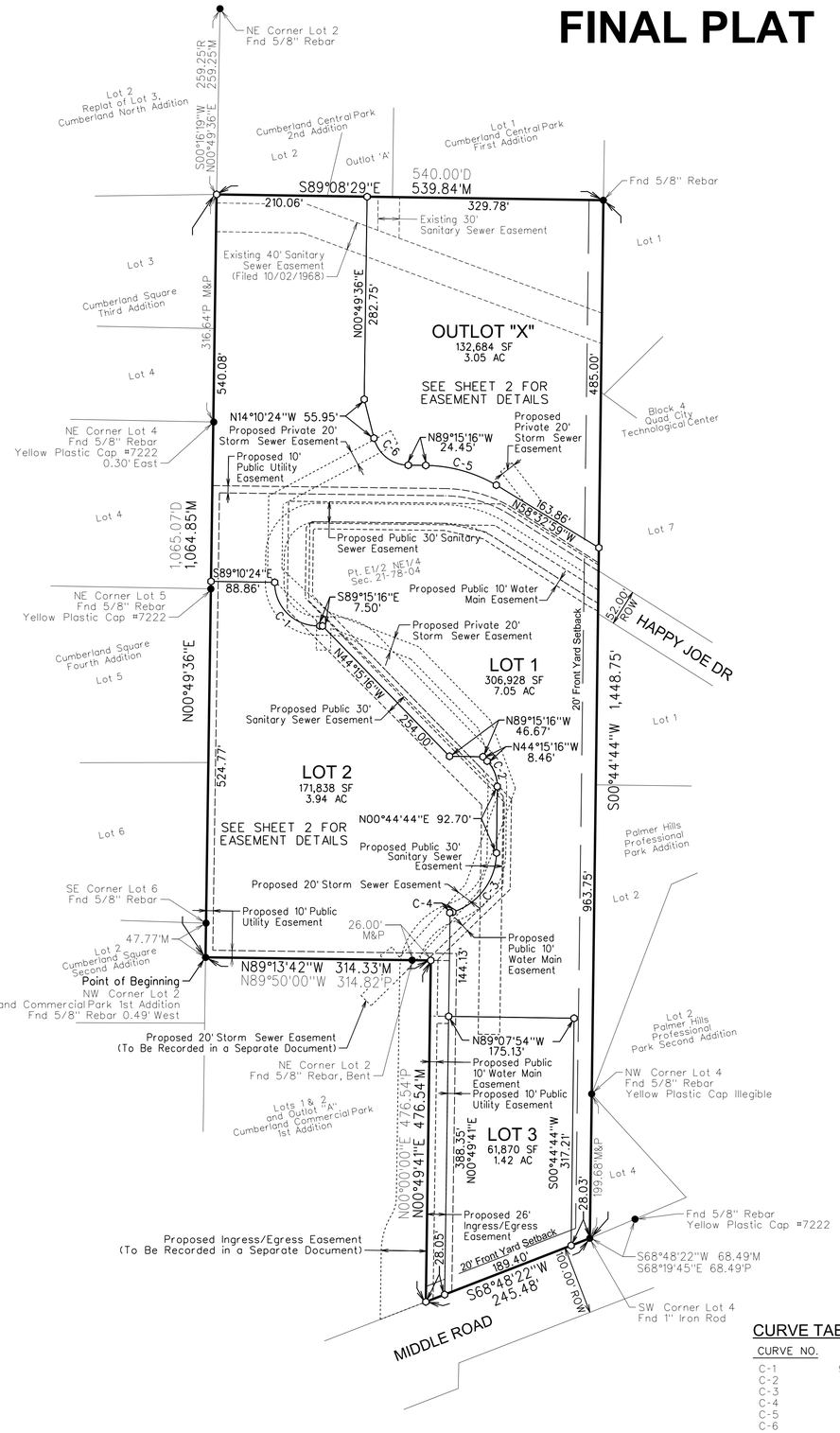
DATE

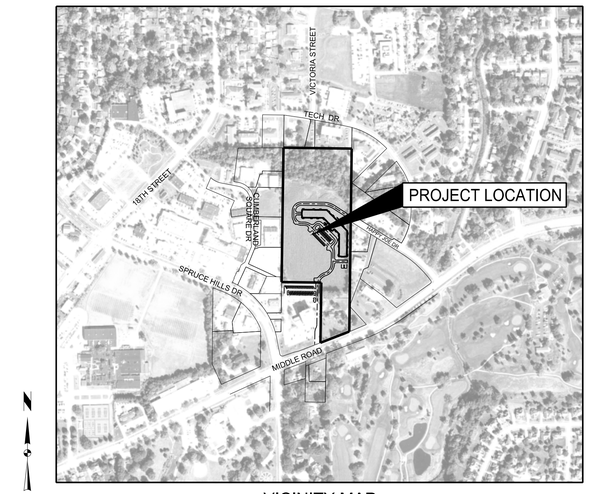
CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE





1"=200'

VICINITY MAP

PLAT DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00°49'36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND CUMBERLAND SQUARE 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION, AN OFFICIAL PLAT; THENCE SOUTH 89°08'29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 539.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00°44'44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68°48'22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A" OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 00°49'41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°13'42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

DATE OF SURVEY

SEPTEMBER 4, 2019

ZONING

C-2 COMMUNITY COMMERCIAL DISTRICT

OWNER/DEVELOPER

EWING LAND DEVELOPMENT AND SERVICES LLC
2521 WASHINGTON STREET
PELLA, IOWA 50219
CONTACT: HEATHER ROPP
PHONE: 641-628-0073

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

ACRES

15.46 ACRES

BASIS OF BEARING

THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 IS ASSUMED TO BEAR N00°49'36" EAST.

NOTES

1. 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.
2. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA.
3. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF THE CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
4. LOT 1 AND LOT 3 ACCESS SHALL ONLY BE THROUGH THE DRIVEWAY ON LOT 2 OR THE NORTHWEST BANK SITE (LOT 1, CUMBERLAND COMMERCIAL PARK FIRST ADDITION). NO ACCESS TO MIDDLE ROAD WILL BE ALLOWED.
5. THE MAINTENANCE OF OUTLOT "X" AND DETENTION BASIN SHALL BE SHARED BETWEEN LOTS 1 AND 2.
6. 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.

0 100
FEET

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
C-2	45°00'00" RT	50.00'	39.27'	20.71'	S21°45'16"E 38.27'
C-3	71°22'48" RT	88.00'	109.63'	63.21'	S36°26'08"W 102.68'
C-4	02°33'03" RT	88.00'	3.92'	1.96'	N70°51'01"E 3.92'
C-5	30°42' 17" RT	200.00'	107.18'	54.91'	S73°54'08"E 105.90'
C-6	75°04'52" RT	50.00'	65.52'	38.42'	N51°42'50"W 60.93'

ERIN D. GRIFFIN
LICENSED PROFESSIONAL LAND SURVEYOR
19710
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 Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:
Sheets 1 & 2 of 2

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 100'
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:

Project No: 1190191

Sheet 1 of 2

EWING BETTENDORF FIRST ADDITION
FINAL PLAT
BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 1 of 2

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RMORTENSON
O:\Projects\1190191.01\CAD\1190191_FPT.dgn

Prepared by/Return to: Thomas J. Pastrnak, 313 W. 3rd St., Davenport, IA, 52801 (563) 323-7737

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made as of the 31st day of March, 2020, by and between NORTHWEST BANK & TRUST COMPANY, an Iowa banking corporation ("Northwest") and EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company ("Easement Beneficiary").

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties hereto:

1. Northwest is the owner of the parcel of land situated in Bettendorf, Scott County, Iowa, being more particularly described on Exhibit A attached hereto ("Northwest Tract").

2. Easement Beneficiary is the owner of the parcels of land situated immediately adjacent to the Northwest Tract, being more particularly described on Exhibit B attached hereto (individually "Easement Beneficiary Lot 1" "Easement Beneficiary Lot 2" "Easement Beneficiary Lot 3" and collectively the "Easement Beneficiary Lots").

3. The Northwest Tract has an entrance/exit drive located at Middle Road which services the Northwest Tract ("Accessway").

4. The Accessway is situated solely on Northwest's Tract.

5. Easement Beneficiary desires to obtain from Northwest access to the Accessway by way of an easement for vehicular and pedestrian ingress and egress for the benefit of the Easement Beneficiary Lots.

6. By separate agreement and/or as noted on the Final Plat of Ewing Bettendorf First Addition hereafter attached as Exhibit D attached hereto and incorporated by this reference, Easement Beneficiary Lot 2 has or will grant Easement Beneficiary Lot 3 an easement across Easement Beneficiary Lot 2 ("Lot 2 Easement") to provide Easement

Beneficiary Lot 3 with access to the Easement Tract, subject to specific limitations set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100s Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northwest and Easement Beneficiary (singularly a "Party" and collectively "Parties") agree and covenant as follows:

SECTION 1.
GRANT OF ACCESSWAY EASEMENT

Northwest hereby grants, bargains, sells and conveys to Easement Beneficiary a non-exclusive perpetual easement and right of way, in common with Northwest and others entitled to use the same, over, upon and across the portion of the Northwest Tract being more particularly described on Exhibit C attached hereto and noted on Exhibit D ("Easement Tract") for the purpose of (i) ingress and egress access to the Accessway; (ii) pedestrian and vehicular traffic within the Easement Tract between the Easement Beneficiary Lots and the Accessway; and (iii) the existence, use, enjoyment, repair and replacement of all storm and sanitary sewers, manholes, natural gas systems, water systems, electric power cables, telephone cables, traffic signalization and other traffic control devices and all other utility facilities which do not interfere with the ingress/egress easements granted herein; provided, however, this grant of easement shall in no event be construed to create any rights to park motor vehicles upon any portion of the Easement Tract. The easement established herein shall be appurtenant to and for the benefit of the Easement Beneficiary Lots, but specifically subject to the terms of this Agreement.

SECTION 2.
USE OF EASEMENT TRACT

A. The right to use the Easement Tract may be extended by either Party to its customers, employees, tenants, subtenants, suppliers, contractors, business invitees and other persons having contact with the activities being conducted on the Tracts. No fence or other barrier shall be erected or permitted within or across the Easement Tract which would prevent or obstruct the passage of pedestrian or vehicular travel provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements on the Northwest Tract or the Easement Beneficiary Lots, it being agreed by the Parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement Tract by Northwest and/or the Easement Beneficiary Lots, and such work shall be diligently prosecuted to completion.

Notwithstanding anything contacted herein to the contrary, the right to use the Easement Tract shall not extend to contractors or suppliers engaged in the construction of any improvements constructed or developed on Easement Beneficiary Lot 1 and Easement Beneficiary Lot 2.

B. Each Party reserves the right to close off the Easement Tract for the minimum period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to taking such action, it shall give thirty (30) days prior written notice to the other Party of its intention to do so, and to the extent reasonably possible,

the Parties shall coordinate such closing so that the interruption in the use and enjoyment of the Easement Tract is kept to a minimum.

C. With respect to Easement Beneficiary Lot 3 (i) the right to use the Easement Tract shall not commence unless and until commencement of Easement Beneficiary Lot 3's redevelopment and (ii) during redevelopment and thereafter, access to the Easement Tract shall be limited to two two-lane driveways (each no more than 32 feet in width) across the Lot 2 Easement and onto the Easement Tract. One such driveway must be located at the southernmost point where the Easement Tract and the Lot 2 Easement abut. The second driveway may be located at any other location approved by Northwest where the Easement Tract and Lot 2 Easement abut. Except for the two driveways, upon the written request of Northwest, the remainder of the boundary between the Easement Tract and the Lot 2 Easement shall be curbed at no expense to Northwest.

SECTION 3.
MAINTENANCE AND USAGE CHARGES

Northwest shall maintain and repair the Easement Tract in a smooth, clean, orderly, safe and good state of repair condition. As their contribution to costs and expenses directly incurred for such maintenance and repair, each of the three Easement Beneficiary Lots shall each pay to Northwest, without deduction or set-off, one-third (1/3) of the costs and expense for such maintenance and repair as incurred by Northwest ("**Incurred Maintenance Charge**"). The Incurred Maintenance Charge shall be paid to Northwest at its notice address as provided herein no later than thirty (30) days following invoicing.

In addition to the Incurred Maintenance Charge, as compensation for use of the Easement Tract, beginning January 1, 2021, and the first day of January each year thereafter, the owner of each of the three Easement Beneficiary Lots shall each pay to Northwest, without deduction, set off or prior demand, the annual sum ("**Annual Usage Charge**") set forth in the following table:

Easement Beneficiary Lot	Annual Usage Charge
Easement Beneficiary Lot 1	$4,000.00
Easement Beneficiary Lot 2	$8,000.00
Easement Beneficiary Lot 3	$12,000.00

The Annual Usage Charge shall be paid to Northwest at its notice address as provided herein. Beginning January 1, 2022, and each January first thereafter, the Annual Usage Charge for the subsequent year (i.e. the Annual Usage Charge for the calendar year 2022 for the payment due January 1, 2022) shall be increased to a sum equal to the original Annual Usage Charge multiplied by a factor ("F") determined as follows:

$$F = [\text{Current CPI-U}] \div [\text{Base CPI-U}]$$

As used in this formula, the following terms shall mean:

A. F: factor by which the original Annual Usage Charge shall be multiplied
B. CPI-U: Consumer Price Index, U.S. City Average, All Urban Consumers, as published by the Bureau of Labor Statistics, United States Department of Labor

C. Current CPI-U: CPI-U calculated as of December immediately preceding each January payment (e.g. December 2021 for the payment due January 1, 2022)

D. Base CPI-U: CPI-U calculated as of December of 2020

In the event an Incurred Maintenance Charge or Annual Usage Charge remains unpaid for more than thirty (30) days, such unpaid amounts shall bear interest of 18% per annum accruing from the date first billed or due, respectively.

SECTION 4.
MISCELLANEOUS

A. In the event of a condemnation of all or a part of the Easement Tract, the award or purchase price paid for such "taking" shall be paid to Northwest and the owners of the Easement Beneficiary Lots hereby release and waives any right to receive or claim any portion of such award or purchase price paid for such "taking."

B. If either Party brings an action to enforce or interpret this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

C. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors and assigns of each Party who become owners, respectively, of the respective Tracts; provided, however, that any liability or obligation of a Party hereunder as to future events shall terminate upon the transfer of such ownership interest and the assumption in writing by the transferee of the obligations set forth on the transferring Party.

D. Each of the owners of the Easement Beneficiary Lots shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies; such insurance to provide for a limit of not less than One Million Dollars ($1,000,000.00) for personal or bodily injury or death to any one person, for a limit of not less than Two Million Dollars ($2,000,000.00) for personal or bodily injury or death to a number of persons arising out of any one occurrence, and for a limit of not less than One Million Dollars ($1,000,000.00) in respect of any instance of property damage.

E. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective (a) on the date delivered, if hand delivered, (b) on the date mailed by registered or certified U.S. Mail, return receipt requested, with adequate postage affixed, or (c) on the date when sent, charges pre-paid, if delivered by reputable commercial overnight delivery service or U.S. Express Mail as evidenced by service receipt or by Express Mail postmark. All notices shall be addressed to the addressee stated hereinbelow or at such other address as either Party shall designate in writing in the manner hereinabove set forth:

To Northwest: Northwest Bank & Trust Company
Attn: CEO
100 E. Kimberly Road
Davenport, Iowa 52806

To Easement Beneficiary: Ewing Properties
Attn: President
1631 SW Main, Suite 102
Ankeny, IA 50023

Upon at least ten (10) days' notice prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

F. Except to the extent caused by the negligence or willful misconduct of Easement Beneficiary, Northwest shall defend, protect, indemnify and hold Easement Beneficiary harmless from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from the negligence or willful misconduct of Northwest in the exercise of any of its rights and duties contained herein. Except to the extent caused by the negligence or willful misconduct of Northwest, Easement Beneficiary shall defend, protect, indemnify and hold Northwest harmless from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from the negligence or willful misconduct of Easement Beneficiary in the exercise of any of its rights and duties contained herein.

G. Upon the commencement of the Additional Work, Easement Beneficiary shall (i) give Northwest written notification of commencement and (ii) promptly and punctually proceed with such construction contemplated hereunder with minimum disruption or interference with Northwest's use of the Northwest Tract throughout the duration of this Agreement.

SECTION 5.
NOT A PUBLIC DEDICATION

Until and unless an express dedication is made of any portion of the Easement Tract, no use hereunder shall be deemed to constitute the Easement Tract as a public way or a quasi-public way, but to the contrary, the Easement Tract shall constitute and remain a private way and drive. No dedication shall, however, be made of all or any portion of the Easement Tract unless such portion of the Easement Tract is accepted by the public entity for maintenance as a public street or drive.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

[Signatures and Acknowledgments on Following Pages]

NORTHWEST BANK & TRUST COMPANY, an Iowa banking corporation

By: _____

Name: Joe B. Slavens

Title: President & CEO

STATE OF IOWA)
) ss.
COUNTY OF SCOTT)

On this 31 day of March, 2020 ~~2019~~, before me a notary in and for said county and state, personally appeared **Joe B. Slavens** to me personally known, who being by me duly sworn did say that he is the **President and CEO** of **Northwest Bank & Trust Company**, said corporation, that said instrument was signed on behalf of the said corporation by the authority of its board of directors and that **Joe B. Slavens** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Kenlyn Crouch
Notary Public

NOTARIAL SEAL IOWA
KENLYN CROUCH
Commission Number 794972
My Commission Expires
March 08, 2022

EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company

By: Ray C Bisbee

Name: Ray C Bisbee

Title: President & CEO

STATE OF IOWA, COUNTY of Scott, ss:

On this 31 day of March, 2020, before me, a Notary Public in and for the said State, personally appeared **Ray C. Bisbee**, to me personally known, who being by me duly sworn did say that that person is President and CEO of said limited liability company, that (the seal affixed to said instrument is the seal of said) or (no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its managers and the said **Ray C. Bisbee** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Kenlyn Crouch

Kenlyn Crouch, Notary Public in and for said State.

NOTARIAL SEAL IOWA

KENLYN CROUCH
Commission Number 794972
My Commission Expires
March 08, 2022

Exhibit A
Northwest Tract

Lots 1, 2 and Outlot A in Cumberland Commercial Park 1st Addition, an Addition to the City of Bettendorf, Scott County, Iowa

Exhibit B
Easement Beneficiary Tracts

Easement Beneficiary Lot 1
Lot 1 in Ewing Bettendorf First Addition, an Addition to the City of Bettendorf, Scott County, Iowa

Easement Beneficiary Lot 2
Lot 2 in Ewing Bettendorf First Addition, an Addition to the City of Bettendorf, Scott County, Iowa

Easement Beneficiary Lot 3
Lot 3 in Ewing Bettendorf First Addition, an Addition to the City of Bettendorf, Scott County, Iowa

Exhibit C
Easement Tract Legal Description

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOTS 1 & 2, AND OUTLOT "A"
CUMBERLAND COMMERCIAL PARK 1ST ADDITION
SEC. 21-78-04
REQUESTED BY:
EWING DEVELOPMENT

EASEMENT PLAT

INGRESS/EGRESS EASEMENT DESCRIPTION

A PART OF LOTS 1 & 2 AND OUTLOT "A", CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE SOUTH 68°48'22" WEST ALONG THE SOUTH LINE OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION, 29.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°48'22" WEST ALONG SAID SOUTH LINE, 38.84 FEET; THENCE NORTH 00°51'20" EAST, 95.61 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 101.00 FEET, WHOSE ARC LENGTH IS 54.73 FEET AND WHOSE CHORD BEARS NORTH 16°22'45" EAST, 54.06 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 49.00 FEET, WHOSE ARC LENGTH IS 23.56 FEET AND WHOSE CHORD BEARS NORTH 14°37'42" EAST, 23.33 FEET; THENCE NORTH 00°51'20" EAST, 316.30 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 101.00 FEET, WHOSE ARC LENGTH IS 15.54 FEET AND WHOSE CHORD BEARS NORTH 05°15'43" EAST, 15.52 FEET TO THE NORTH LINE OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE SOUTH 89°13'42" EAST ALONG SAID NORTH LINE, 41.90 FEET TO THE NORTHEAST CORNER OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE SOUTH 00°49'41" WEST ALONG THE EAST LINE OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION, 393.37 FEET; THENCE SOUTH 61°05'00" WEST, 31.46 FEET; THENCE SOUTH 00°51'20" WEST, 78.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.49 ACRES (21,425 S.F.).

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE	
C1	31°02'51" RT	101.00'	54.73'	28.05'	N16°22'45"E	54.06'
C2	27°32'45" LT	49.00'	23.56'	12.01'	N14°37'42"E	23.33'
C3	08°48'46" RT	101.00'	15.54'	7.78'	N05°15'43"E	15.52'

DATE OF SURVEY

JANUARY 2, 2020

OWNER

NORTHWESTERN BANK & TRUST CO

BASIS OF BEARING

THE EAST LINE OF CUMBERLAND COMMERCIAL PARK 1ST ADDITION IS ASSUMED TO BEAR S00°49'41"W.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Rail	⊢⊣	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	



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 Professional Land Surveyor under the laws of the State of Iowa.

4/2/20

Erin D. Griffin, P.L.S. Date

License Number 19710

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

REV 03/30/20 SGK

EWING LAND DEVELOPMENT

INGRESS/EGRESS EASEMENT

SNYDER & ASSOCIATES

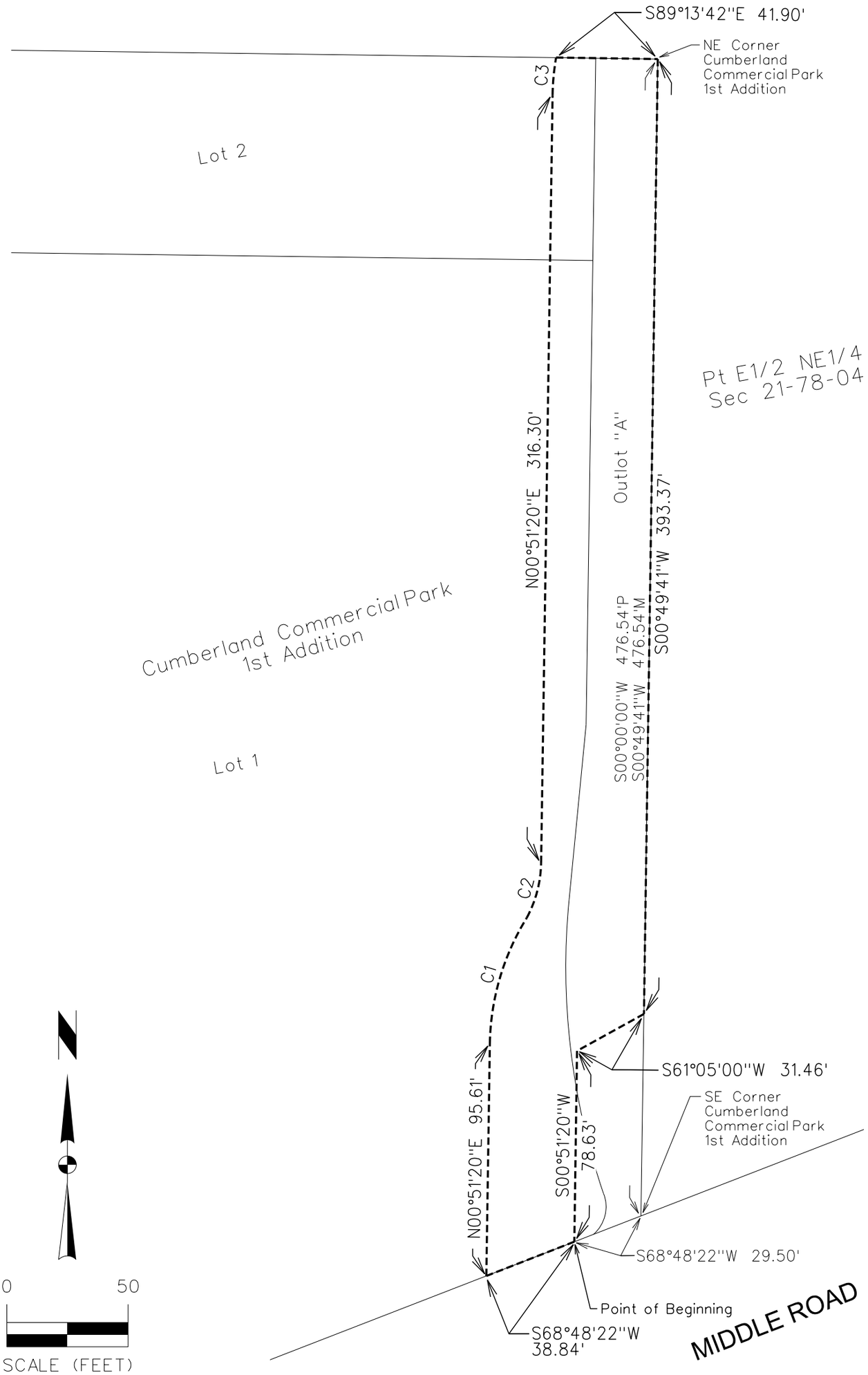
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
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FLD BK:	XX PG:XX
DATE:	01/02/20
PM/TECH:	EDG/SGK

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3/30/2020
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EASEMENT PLAT



EWING LAND DEVELOPMENT

INGRESS/EGRESS EASEMENT

REV 03/30/20 SGK

SHEET	2 OF 2
PN:	1190191
FLD BK:	XX PG:XX
DATE:	01/02/20
PM/TECH:	EDG/SGK

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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Snyder

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3/30/2020
skaiser

Exhibit D

Final Plat of Ewing Bettendorf First Addition

EWING BETTENDORF FIRST ADDITION

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

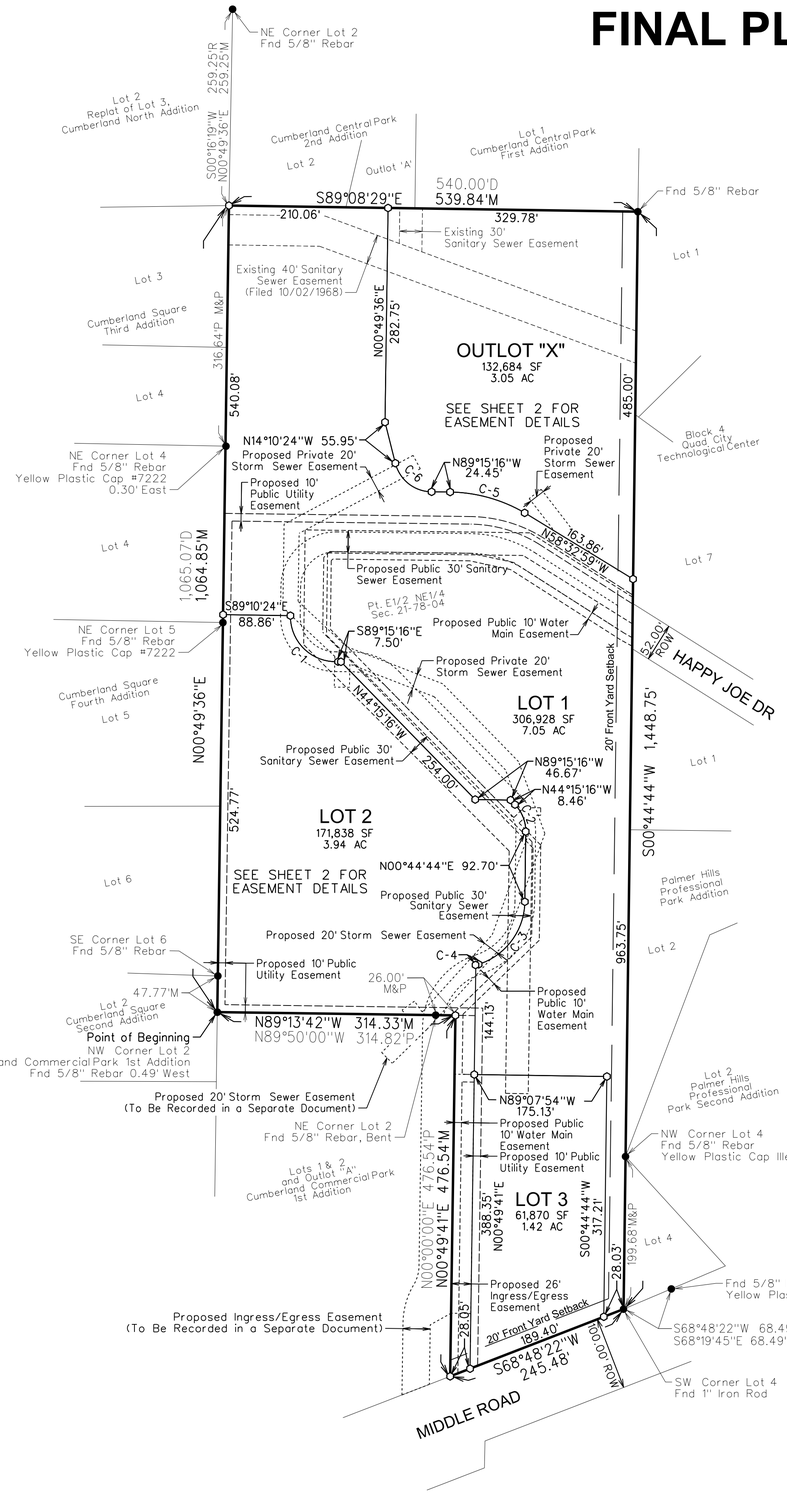
SURVEY LOCATED:
SECTION 21-78-4
E 1/2 NE 1/4

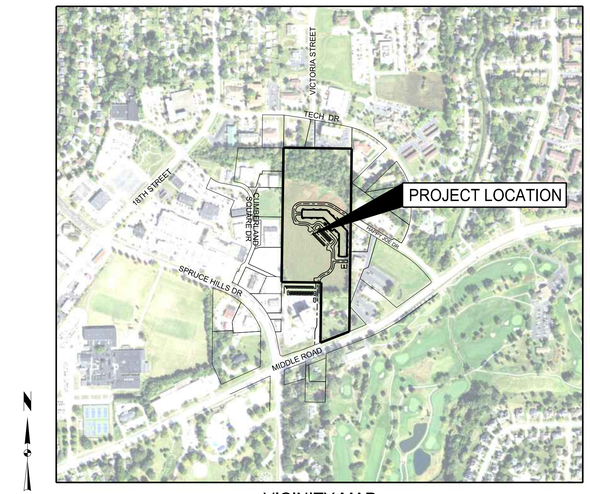
REQUESTED BY:
EWING DEVELOPMENT

RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	
ROW Rail	H	
Control Point	⊙CP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		





1"=200'

VICINITY MAP

PLAT DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00°49'36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND CUMBERLAND SQUARE 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION, AN OFFICIAL PLAT; THENCE SOUTH 89°08'29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 539.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00°44'44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68°48'22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A" OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 00°49'41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°13'42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

DATE OF SURVEY

SEPTEMBER 4, 2019

ZONING

C-2 COMMUNITY COMMERCIAL DISTRICT

OWNER/DEVELOPER

EWING LAND DEVELOPMENT AND SERVICES LLC
2521 WASHINGTON STREET
PELLA, IOWA 50219
CONTACT: HEATHER ROPP
PHONE: 641-628-0073

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

ACRES

15.46 ACRES

BASIS OF BEARING

THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 IS ASSUMED TO BEAR N00°49'36" EAST.

NOTES

1. 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.
2. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA.
3. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF THE CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
4. LOT 1 AND LOT 3 ACCESS SHALL ONLY BE THROUGH THE DRIVEWAY ON LOT 2 OR THE NORTHWEST BANK SITE (LOT 1, CUMBERLAND COMMERCIAL PARK FIRST ADDITION). NO ACCESS TO MIDDLE ROAD WILL BE ALLOWED.
5. THE MAINTENANCE OF OUTLOT "X" AND DETENTION BASIN SHALL BE SHARED BETWEEN LOTS 1 AND 2.
6. 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.

0 100
FEET

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
C-2	45°00'00" RT	50.00'	39.27'	20.71'	S21°45'16"E 38.27'
C-3	71°22'48" RT	88.00'	109.63'	63.21'	S36°26'08"W 102.68'
C-4	02°33'03" RT	88.00'	3.92'	1.96'	N70°51'01"E 3.92'
C-5	30°42' 17" RT	200.00'	107.18'	54.91'	S73°54'08"E 105.90'
C-6	75°04'52" RT	50.00'	65.52'	38.42'	N51°42'50"W 60.93'

ERIN D. GRIFFIN
LICENSED PROFESSIONAL LAND SURVEYOR
19710
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 Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:
Sheets 1 & 2 of 2

CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

DATE

CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 100'
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:

Project No: 1190191

Sheet 1 of 2

EWING BETTENDORF FIRST ADDITION
FINAL PLAT
BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 1 of 2

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CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

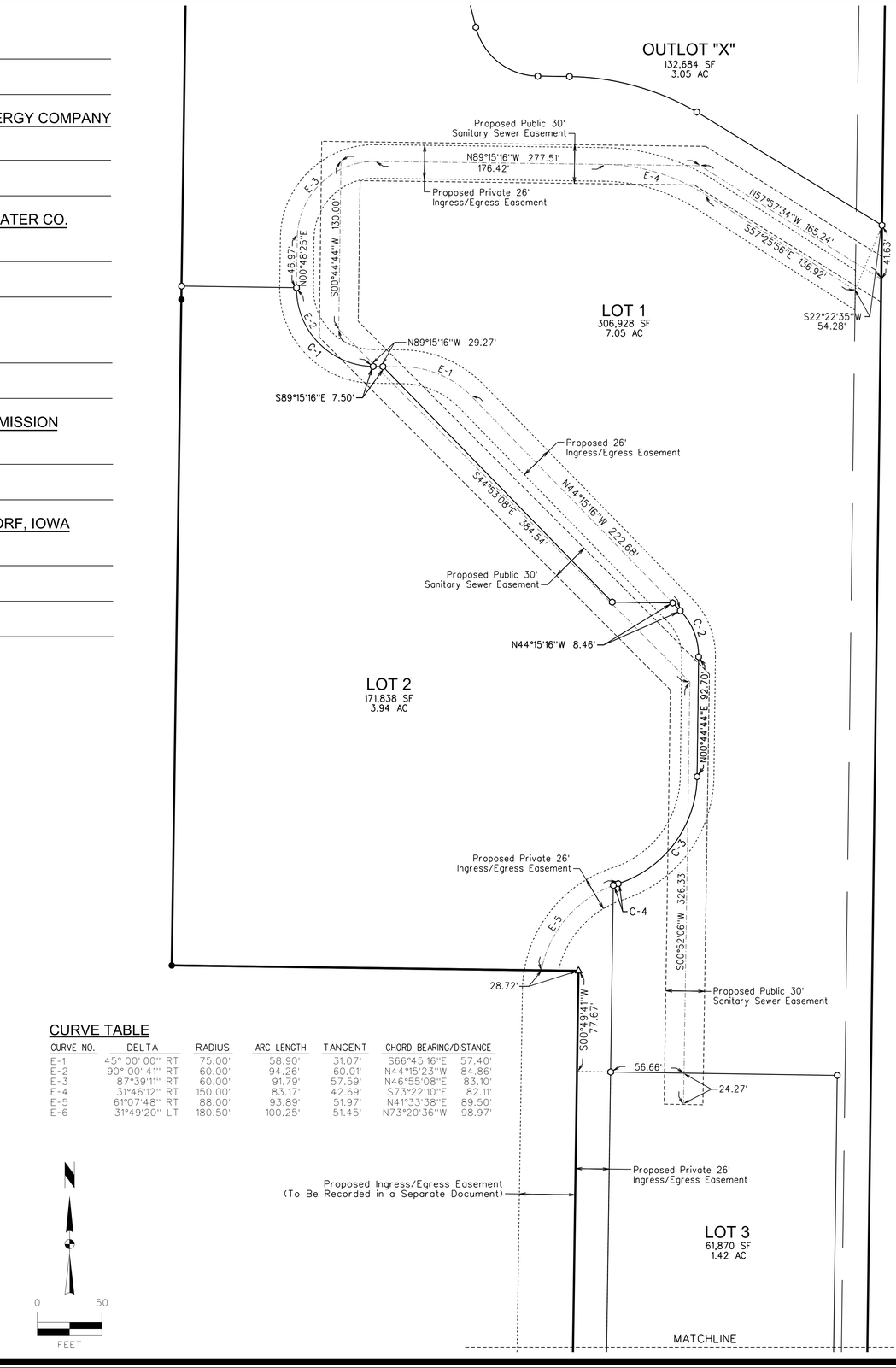
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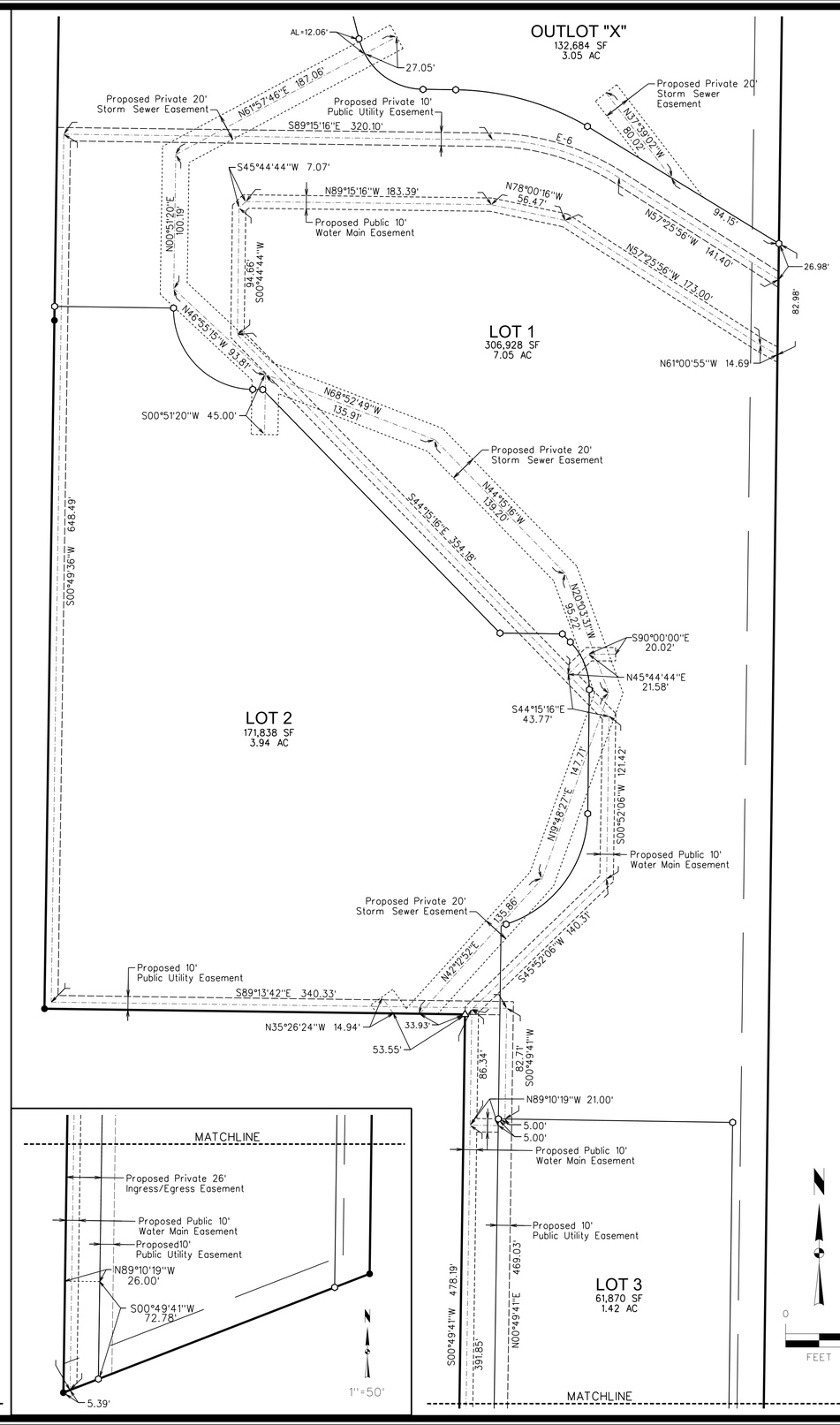
CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE





CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
E-1	45° 00' 00" RT	75.00'	58.90'	31.07'	S66°45'16"E 57.40'
E-2	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
E-3	87°39'11" RT	60.00'	91.79'	57.59'	N46°55'08"E 83.10'
E-4	31°46'12" RT	150.00'	83.17'	42.69'	S73°22'10"E 82.11'
E-5	61°07'48" RT	88.00'	93.89'	51.97'	N41°33'38"E 89.50'
E-6	31°49'20" LT	180.50'	100.25'	51.45'	N73°20'36"W 98.97'

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 50'
Technician: RMM | Date: 09/27/19 | Field Bk: Pg:

Project No: 1190191

Sheet 2 of 2

EWING BETTENDORF FIRST ADDITION

FINAL PLAT - EASEMENT DETAIL

BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 2 of 2

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Sheet 2 of 2
RMORTENSON
4/2/2020 4:53:29 PM
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Prepared by/return to: Pastrnak Law Firm, P.C., 313 W. 3rd Street, Davenport, IA 52801 (563) 323-7737

STORMWATER SEWER EASEMENT AGREEMENT

THIS STORMWATER SEWER EASEMENT AGREEMENT ("Agreement") is hereby made as of the 31st day of March, 2020, by and between NORTHWEST BANK & TRUST COMPANY, an Iowa banking corporation ("Grantor") and EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company ("Grantee"), and the CITY OF BETTENDORF, IOWA, an Iowa municipality ("City").

RECITALS:

A. Grantor owns certain real property in Bettendorf, Scott County, Iowa, more particularly described as follows:

Lots 1, 2 and Outlot A of Cumberland Commercial Park 1st Addition to the City of Bettendorf, Scott County, Iowa (the "Grantor's Property").

B. Grantee owns property in Bettendorf, Scott County, Iowa, that borders Grantor's Property, with Grantee's Property being more particularly described as follows:

Lots 1, 2 and 3 of the Final Plat of Ewing Bettendorf First Addition to the City of Bettendorf, Scott County, Iowa (the "Grantee's Property").

C. Grantee desires to install a stormwater sewer ("Stormwater Sewer") to, among other things, drain the stormwater on the paved parking area on Grantors' Property to this newly constructed sewer line located on the Grantee's Property.

D. Grantor has agreed to grant a Stormwater Sewer easement to Grantee upon and across a portion of Grantor's Property to permit Grantee to install the Stormwater Sewer on Grantor's Property in the location cross-hatched as shown on the Final Plat of Ewing Bettendorf First Addition ("Plat") hereinafter attached marked Exhibit "1" and incorporated herein by this reference more particularly described in Exhibit "2" hereinafter attached and incorporated herein by this reference ("Stormwater Easement Area").

NOW, THEREFORE, in consideration of the covenants contained herein and as set forth below, the other good and valuable consideration, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Grant of Stormwater Sewer Easement. Grantor hereby grants to Grantee a non-exclusive Stormwater Sewer Easement in the Easement Area to construct, install, maintain and use underground Stormwater Sewer to drain the stormwater from the parking area in, under, upon, and through the Stormwater Easement Area on Grantor's Property.

2. Construction of Stormwater Sewer. Grantee shall commence construction of the Stormwater Sewer at Grantee's sole cost and expense in accordance with the plans and specifications promulgated by the City of Bettendorf (and as approved by Grantor) and in accordance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of any other body or bodies exercising similar functions which may be applicable. The construction contemplated herein shall be completed no later than December 31st, 2021.

3. Notification to Grantor re: Commencement of Work. Upon the commencement of work, Grantee shall give Grantor written notification of commencement.

4. Work Performed by Licensed Contractor. All work to be undertaken by Grantee hereunder shall be performed by a duly licensed contractor so that Grantor is not liable for anything during the course of the work and thereafter.

5. Insurance. Prior to the commencement of construction of the Stormwater Sewer, Grantee through its contractor shall secure hazard and liability insurance covering not only the Stormwater Easement Area but also Grantor's Property and Grantee's Property to protect against any loss or damage occurring, or liability incurred, during the term of this Agreement with coverages to be as follows:

a. General Liability Insurance providing protection for the ownership, maintenance and use of the Easement Area with the following limits of liability (combined single limit): Bodily Injury Liability and Property Damage Liability - $1,500,000.00;

b. Excess Liability Insurance providing a limit of liability of $1,000,000.00; and

c. Workmen's Compensation Insurance as required by Iowa law.

All premium expenses shall be paid by Grantee through its contractor. The Grantee further agrees that Grantor shall be added as an additional insured to the above named policies, and said policies shall also provide a thirty (30) day written notice to Grantor of material change of any of these policies. Grantee also agrees to furnish Grantor with a certificate of insurance, evidencing compliance with this paragraph.

6. Ingress and Egress. Grantee shall have the right of reasonable ingress and egress to the Stormwater Easement Area for initial construction and installation of the Stormwater Sewer and permanent use and maintenance of the Stormwater Sewer. Grantee, in the exercise of the rights granted to it hereunder, will not damage any buildings or improvements on Grantor's Property or materially hinder or interfere with the business and activities of the Grantor. Grantee shall make adequate provisions for the safety and convenience of all persons using the Stormwater Easement Area of Grantor's Property during installation of the Stormwater Sewer.

7. Costs. All costs and expenses incurred in connection with the initial construction and installation of the Stormwater Sewer in the Stormwater Easement Area shall be borne by Grantee. To the extent any fees are charged by any sewer service provider in connection with use of the Stormwater Sewer, Grantee and its tenants, licensees, successors and assigns shall pay the stormwater sewer service provider for their use of the Stormwater Sewer.

8. Restoration of Stormwater Easement Area. The easement is conveyed with the express understanding and condition that upon completion by the Grantee, the Stormwater Easement Area shall be restored by Grantee to substantially the same or and "as-improved" condition and subject to Grantee's continuous warranty, covenant and representation that Grantee shall:

a. Expeditiously and diligently proceed in a commercially reasonable manner and fashion to obtain all licenses, permits and plans from the City to affect the improvements contemplated hereunder; and

b. Promptly and punctually proceed with such construction contemplated hereunder with minimum disruption or interference with Grantee's use of Grantor's Property throughout the duration of this Agreement.

Maintenance of Stormwater Sewer. After completion of the construction of the Stormwater Sewer and restoration of the Stormwater Easement Area as prescribed herein, Grantee will maintain or cause to be maintained the Stormwater Sewer in proper condition for use and will make all repairs and replacements thereof as necessary to maintain the same or cause the same to be maintained in good order and operating condition. Furthermore, to the extent the Stormwater Sewer needs to be moved or relocated in the future, such expenses shall be borne solely by the Grantee.

Grantor and Grantee shall be responsible for the entire storm sewer based on the following percentage:

Grantee: 100%

9. Attorney's Fees. In the event either party must enforce their rights under this Agreement, reasonable attorney's fees will be awarded to the prevailing party.

10. Waiver of Trial by Jury. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Agreement.

11. Grantor's Covenant. Grantor covenants that it is the lawful owner of the Stormwater Easement Area described in this Agreement, that it has good, right and lawful authority to convey the same, and that it will warrant and defend the Stormwater Easement Area against the lawful claims of all persons whomsoever.

12. Indemnification. Grantee shall defend, indemnify and hold Grantor harmless from and against all liability, loss, claim, damage, fee, fine, judgment, settlement, penalty or other cost or expense of whatever kind or nature, which may occur as a result of, arise out of, in connection with or in any way related to the construction, installation and use of the Stormwater Sewer by Grantee and its employees, contractors, agents, suppliers, subcontractors, invitees or others under its control. Grantor shall defend, indemnify and hold Grantee harmless from and against

all liability, loss, claim, damage, fee, fine, judgment, settlement, penalty or other cost or expense of whatever kind or nature, which may occur as a result of, arise out of, in connection with or in any way related to the Stormwater Sewer and/or Stormwater Easement Area caused by any act or failure to act by Grantor and those under their control upon.

13. Agreements Run With The Land. The easements and the covenants contained herein shall run with the Grantor's Property and Grantee's Property, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SIGNATURE PAGE FOLLOWS

GRANTOR

NORTHWEST BANK & TRUST COMPANY,
an Iowa banking corporation

By: _____

Name: Joe B. Slavens

Title: President & CEO

STATE OF IOWA)
) ss.
COUNTY OF SCOTT)

On this 31 day of March, 2020, before me a notary in and for said county and state, personally appeared **Joe B. Slavens**, to me personally known, who being by me duly sworn did say that he is the **President and CEO** of **Northwest Bank & Trust Company**, said corporation, that said instrument was signed on behalf of the said corporation by the authority of its board of directors and that **Joe B. Slavens** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

_____
Notary Public

NOTARIAL SEAL IOWA
KENLYN CROUCH
Commission Number 794972
My Commission Expires
March 08, 2022

GRANTEE

GRANTEE

EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company

By: Ray C Bisbee

Name: Ray C Bisbee

Title: President & CEO

STATE OF IOWA, COUNTY of Scott, ss:

On this 31 day of March, 2020, before me, a Notary Public in and for the said State, personally appeared **Ray C. Bisbee**, to me personally known, who being by me duly sworn did say that that person is President and CEO of said limited liability company, that (the seal affixed to said instrument is the seal of said) or (no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its managers and the said **Ray C. Bisbee** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Kenlyn Crouch

Kenlyn Crouch, Notary Public in and for said State.

NOTARIAL SEAL IOWA
KENLYN CROUCH
Commission Number 794972
My Commission Expires
March 08, 2022

CITY OF BETTENDORF, IOWA

By:_____

_____, Mayor

By:_____

_____, City Administrator

[INSERT CITY NOTARY]

EWING BETTENDORF FIRST ADDITION

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

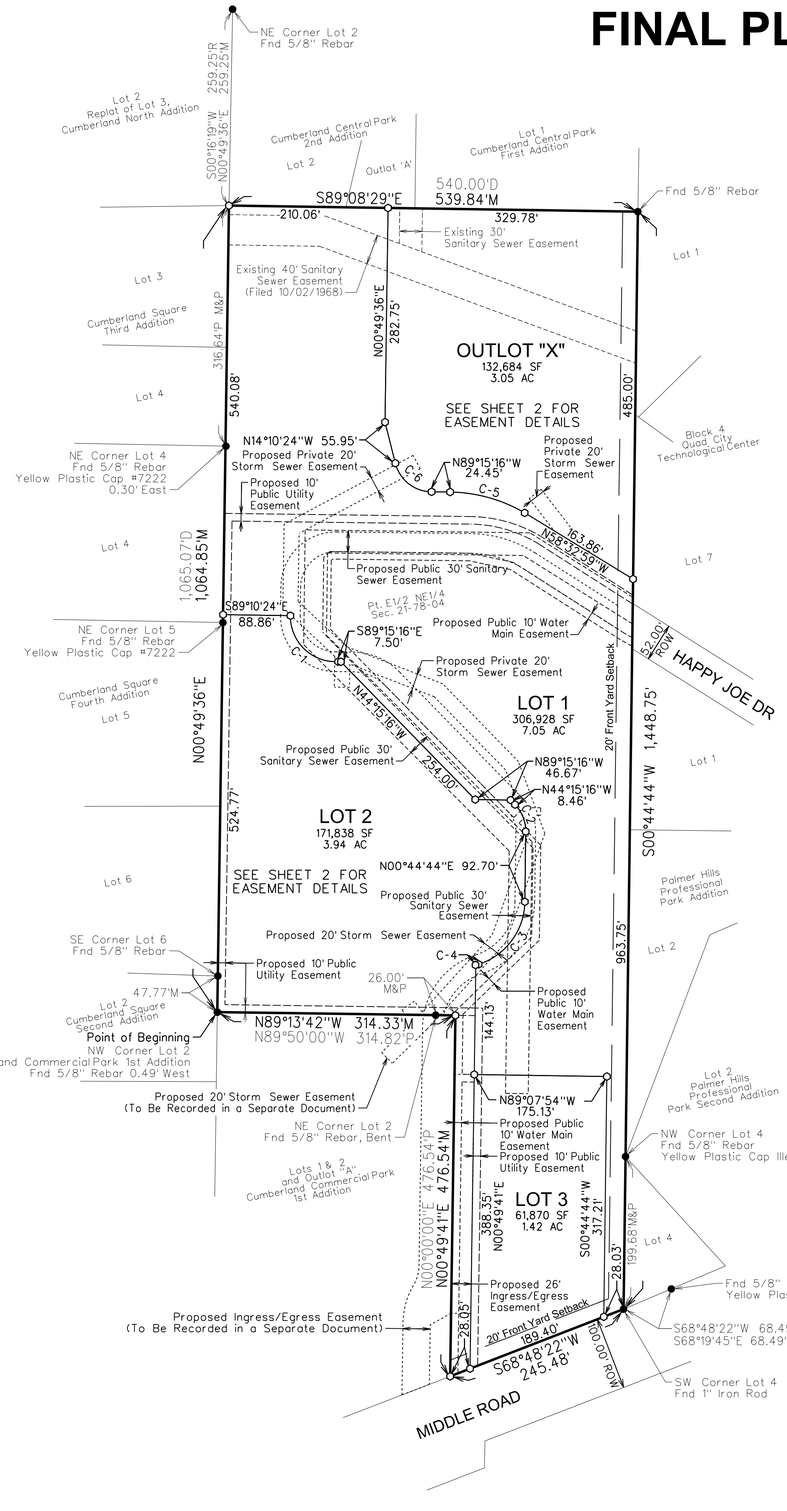
SURVEY LOCATED:
SECTION 21-78-4
E 1/2 NE 1/4

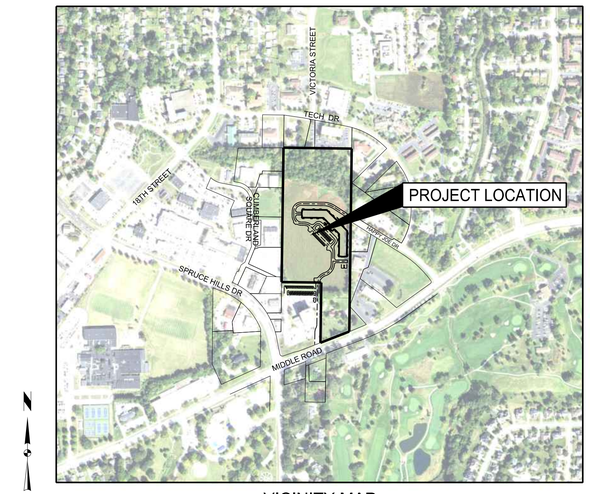
REQUESTED BY:
EWING DEVELOPMENT

RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	
ROW Rail	H	
Control Point	⊙CP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		





1"=200'

VICINITY MAP

PLAT DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00°49'36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND CUMBERLAND SQUARE 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION, AN OFFICIAL PLAT; THENCE SOUTH 89°08'29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 539.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00°44'44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68°48'22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A" OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 00°49'41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°13'42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

DATE OF SURVEY

SEPTEMBER 4, 2019

ZONING

C-2 COMMUNITY COMMERCIAL DISTRICT

OWNER/DEVELOPER

EWING LAND DEVELOPMENT AND SERVICES LLC
2521 WASHINGTON STREET
PELLA, IOWA 50219
CONTACT: HEATHER ROPP
PHONE: 641-628-0073

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

ACRES

15.46 ACRES

BASIS OF BEARING

THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 IS ASSUMED TO BEAR N00°49'36" EAST.

NOTES

1. 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.
2. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA.
3. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF THE CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
4. LOT 1 AND LOT 3 ACCESS SHALL ONLY BE THROUGH THE DRIVEWAY ON LOT 2 OR THE NORTHWEST BANK SITE (LOT 1, CUMBERLAND COMMERCIAL PARK FIRST ADDITION). NO ACCESS TO MIDDLE ROAD WILL BE ALLOWED.
5. THE MAINTENANCE OF OUTLOT "X" AND DETENTION BASIN SHALL BE SHARED BETWEEN LOTS 1 AND 2.
6. 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.

0 100
FEET

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
C-2	45°00'00" RT	50.00'	39.27'	20.71'	S21°45'16"E 38.27'
C-3	71°22'48" RT	88.00'	109.63'	63.21'	S36°26'08"W 102.68'
C-4	02°33'03" RT	88.00'	3.92'	1.96'	N70°51'01"E 3.92'
C-5	30°42' 17" RT	200.00'	107.18'	54.91'	S73°54'08"E 105.90'
C-6	75°04'52" RT	50.00'	65.52'	38.42'	N51°42'50"W 60.93'

ERIN D. GRIFFIN
LICENSED PROFESSIONAL LAND SURVEYOR
19710
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 Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:
Sheets 1 & 2 of 2

CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

DATE

CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 100'
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:

Project No: 1190191

Sheet 1 of 2

EWING BETTENDORF FIRST ADDITION
FINAL PLAT
BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 1 of 2

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CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

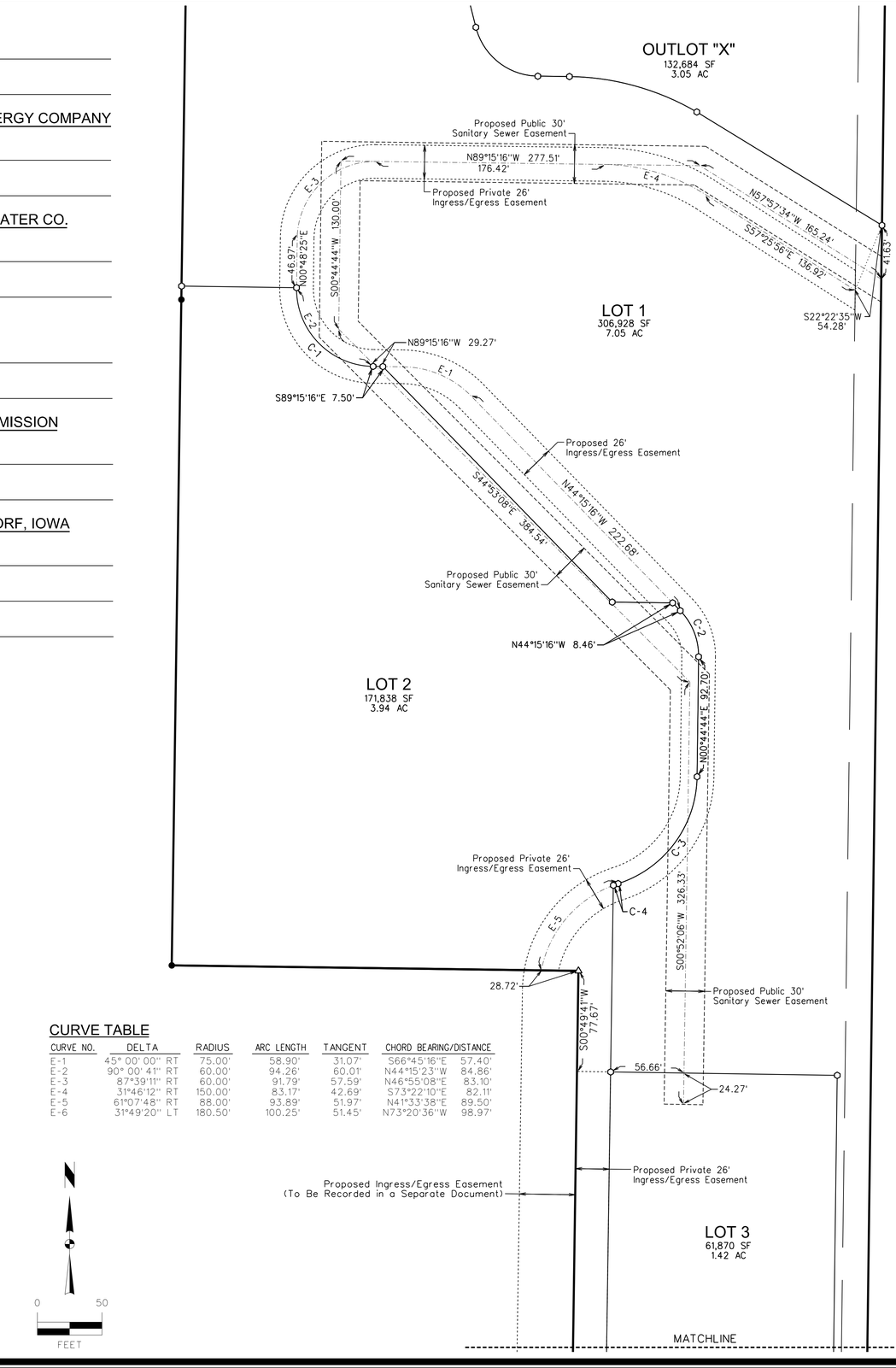
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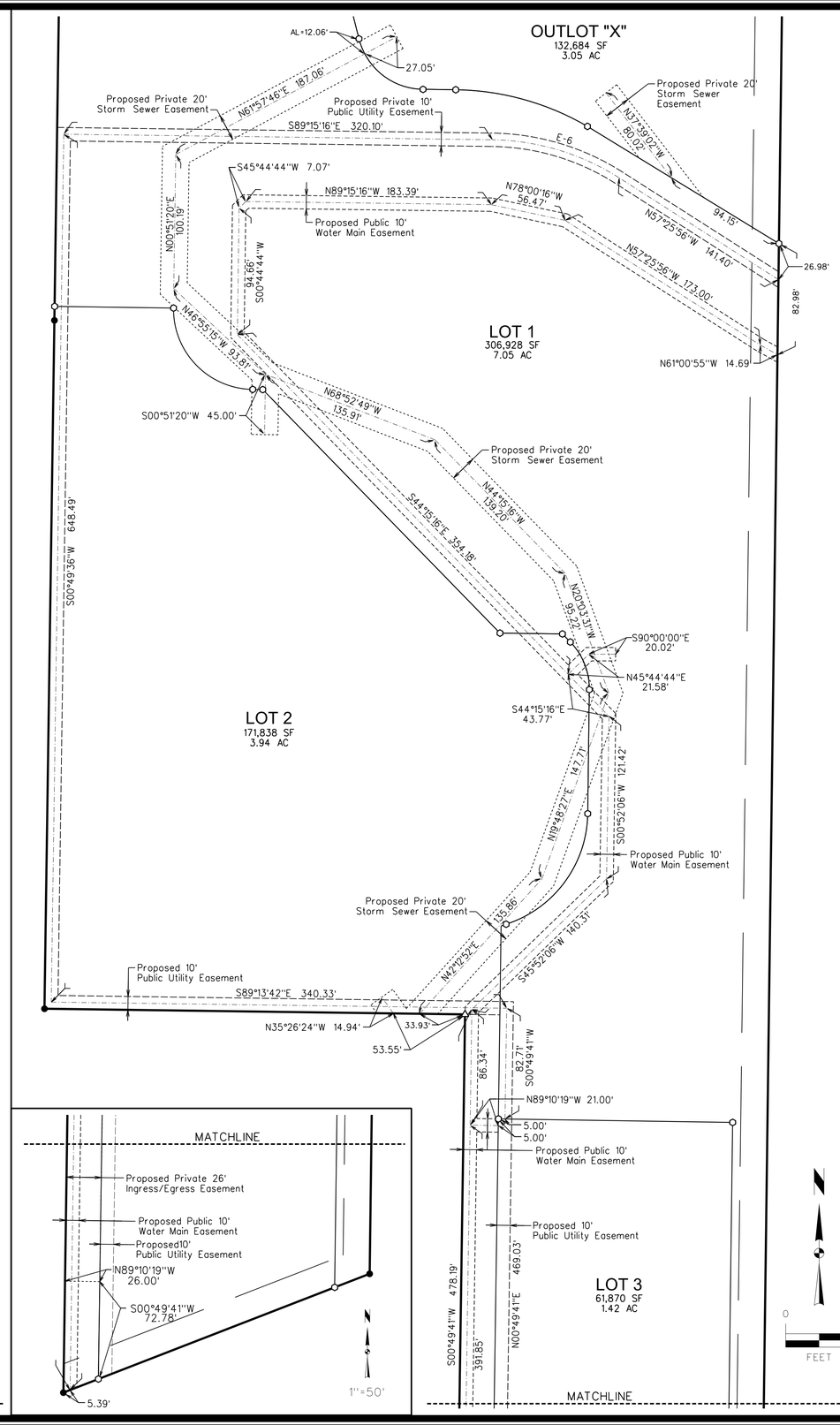
CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE





CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
E-1	45° 00' 00" RT	75.00'	58.90'	31.07'	S66°45'16"E 57.40'
E-2	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
E-3	87°39'11" RT	60.00'	91.79'	57.59'	N46°55'08"E 83.10'
E-4	31°46'12" RT	150.00'	83.17'	42.69'	S73°22'10"E 82.11'
E-5	61°07'48" RT	88.00'	93.89'	51.97'	N41°33'38"E 89.50'
E-6	31°49'20" LT	180.50'	100.25'	51.45'	N73°20'36"W 98.97'

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 50'
Technician: RMM | Date: 09/27/19 | Field Bk: Pg:

Project No: 1190191

Sheet 2 of 2

EWING BETTENDORF FIRST ADDITION

FINAL PLAT - EASEMENT DETAIL

BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 2 of 2

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Sheet 2 of 2
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4/2/2020 4:53:29 PM
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INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 2 AND OUTLOT "A"
CUMBERLAND COMMERCIAL PARK 1ST ADDITION
SEC. 21-78-04
REQUESTED BY:
EWING DEVELOPMENT

EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION

A PART OF LOT 2 AND OUTLOT "A", CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 89°13'42" WEST ALONG THE NORTH LINE OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION, 20.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°12'52" WEST, 25.32 FEET; THENCE SOUTH 45°36'31" WEST, 64.01 FEET; THENCE NORTH 44°23'29" WEST, 20.00 FEET; THENCE NORTH 45°36'31" EAST, 55.15 FEET; THENCE NORTH 35°26'24" WEST, 13.83 FEET TO THE NORTH LINE OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE SOUTH 89°13'42" EAST ALONG SAID NORTH LINE, 45.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,704 S.F.).

DATE OF SURVEY

JANUARY 2, 2020

OWNER

NORTHWESTERN BANK & TRUST CO

BASIS OF BEARING

THE NORTH LINE OF CUMBERLAND COMMERCIAL PARK 1ST ADDITION IS ASSUMED TO BEAR S89°13'42"E.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Rail	⌶	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	



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 Professional Land Surveyor under the laws of the State of Iowa.

4/2/20

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
Sheet 1 & 2 of 2

EWING LAND DEVELOPMENT

STORM SEWER EASEMENT

SNYDER & ASSOCIATES

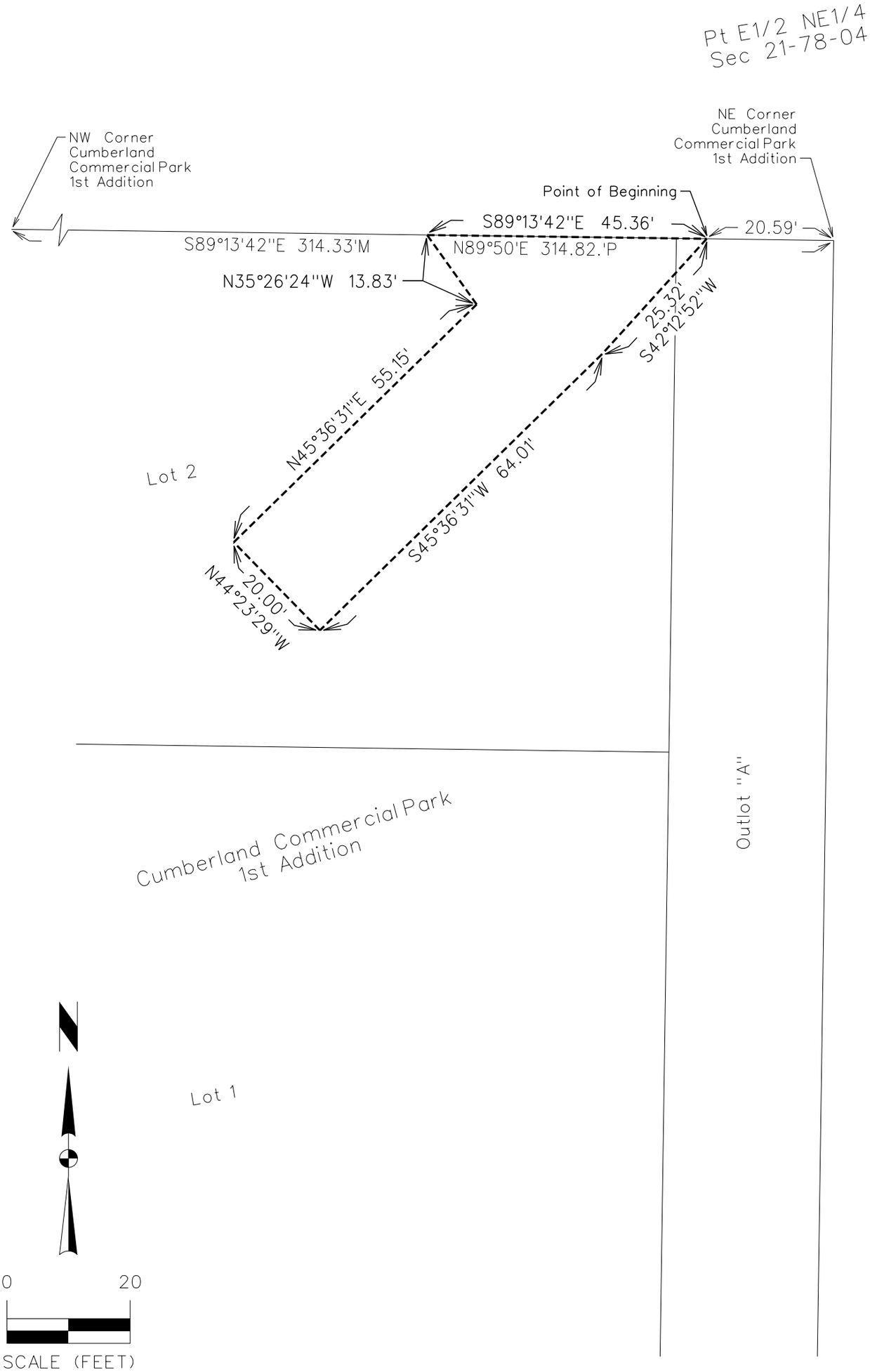
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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EASEMENT PLAT



EWING LAND DEVELOPMENT

STORM SEWER EASEMENT

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
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3/31/2020
skaiser

AGREEMENT TO CONVEY EASEMENTS
AND
VACATION OF FENCE MAINTENANCE AGREEMENT

THIS AGREEMENT TO CONVEY EASEMENTS AND VACATION OF FENCE MAINTENANCE AGREEMENT, ("Agreement"), is entered into as of the 31st day of March, 2020, by and between NORTHWEST BANK TRUST COMPANY, an Iowa banking corporation with its principal office located at 100 E. Kimberly Road, Davenport, IA 52806 ("Northwest Bank"), and EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company with its principal office located at 1631 SW Main St Suite 201, Ankeny, IA 50023 ("Easement Beneficiary") (and when referred to together herein shall be called the "Parties").

W I T N E S S E T H:

WHEREAS, the Easement Beneficiary has requested that Northwest Bank convey an easement over and across a portion of Northwest Bank's property located at 2550 Middle Road, Bettendorf, Scott County, Iowa ("Northwest Bank's Property") in the form attached hereto as Exhibit 1 ("Access Easement");

WHEREAS, Northwest Bank's predecessor in interest, Investment Management, Inc. and Donald C. Albee entered into a (unrecorded) Fence Agreement dated June 7, 1979 ("Fence Agreement"), a copy of which is hereafter attached, marked Exhibit 2, wherein Investment Management, Inc. agreed to construct, build and maintain a certain fence at its own expense;

WHEREAS, in consideration for such conveyance, Easement Beneficiary agrees to perform certain work on Northwest Bank's Property as set forth hereinafter, including but not limited to paving, striping, adding landscaped islands and landscaping the remaining unpaved portion 0.55 acre of grass currently on the northern portion Northwest Bank's Property all pursuant to the Construction Documents set forth on Exhibit 3 ("Additional Work");

WHERAS, the Additional Work requires construction of storm sewer improvements such that the Parties have agreed to enter into a Stormwater Sewer Easement Agreement in the form attached as Exhibit 4 ("Stormwater Sewer Easement Agreement"); and

WHEREAS, as a part of Northwest Bank's granting of the requested rights as described herein, Northwest Bank desires to vacate and eliminate its obligations under the Fence Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Transfer of Rights and Liabilities. Northwest Bank does hereby sell, grant and transfer unto Easement Beneficiary the rights and liabilities set forth in the Access Easement and Stormwater Sewer Easement Agreement.

2. Assumption of Rights and Liabilities. Easement Beneficiary hereby accepts the rights and liabilities under the Access Easement and Stormwater Sewer Easement Agreement from Northwest Bank and assumes and agrees to observe and perform all of the duties, obligations, provisions and covenants of Easement Beneficiary thereunder and to pay and discharge all of its responsibilities to Northwest Bank under the Access Easement and Stormwater Sewer Easement

Agreement to be observed, performed, paid or discharged from and after the effective date hereof, pursuant thereto. Furthermore, Easement Beneficiary agrees to perform the Additional Work contemplated under the recitals provision.

3. Vacation of Fence Agreement. By execution hereof, the Parties agree to vacation, extinguishment and elimination of any and all obligations under the Fence Agreement, such that it is now null and void and of no further force or effect.

4. Handicapped Parking Warranty. Easement Beneficiary represents and warrants that the following completion of the Additional Work, the Northwest Bank Property will be legally required to have no more than a total of six (6) handicapped spaces, with 1 being van accessible and at the Easement Beneficiary's Expense, the Additional Work shall be supplemented to relocate and restripe the three (3) handicapped spaces eliminated by the granting of the Access Easement.

5. Other Work.

A. Parking Lot Lighting. At the Easement Beneficiary's expense, the Easement Beneficiary shall, in addition to the Additional Work, install such lighting poles and fixtures of a similar quality and style as are necessary to provide the same level of lighting as exists in the current portion of the Northwest Bank Property parking lot.

B. Future Landscaping. Upon the development of Lot 2 in Ewing Bettendorf First Addition, an Addition to the City of Bettendorf, Scott County, Iowa, Easement Beneficiary agrees to install, at Easement Beneficiaries expense, reasonable landscaping (including, but not limited to berms, trees and shrubbery) on the remaining undeveloped grassy area at the north boundary of the Northwest Bank Property.

6. Further Assurances and Cooperation. From time to time, during the term of this Agreement, each party at the request of the other and without further consideration agrees to execute and deliver and/or cause to be executed and delivered at its expense such other instruments, documents, and/or records as may reasonably be requested.

7. Cost Reimbursement. As additional consideration for the time and expense associated with this Agreement, Easement Beneficiary has agreed to reimburse Northwest Bank for its out-of-pocket attorney's fees and cost incurred in the drafting and negotiating of this Agreement and the exhibits hereto.

8. Entire Agreement. This Agreement constitutes the entire understanding and Agreement by and between the Parties hereto and supersedes any and all prior negotiations, written or oral agreements, understandings, representations, warranties, or statements at any time made or had by and between the Parties or any representatives or agents of either the Parties. Except as specifically provided by the terms of this Agreement, there are no covenants, agreements, understandings, warranties or representations by and between the Parties affecting any of the subject matters hereof or binding upon either of the Parties hereto.

9. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

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

13. Corporate Authority. The execution and delivery of this Agreement is within the power of all of the undersigned, has been duly authorized by all necessary action, and has, or by the time of execution and delivery shall have, received all necessary corporate approval and shall be legally enforceable in accordance with its terms.

[Signatures and Acknowledgments on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first set forth above.

NORTHWEST BANK & TRUST COMPANY, an Iowa banking corporation

By: _____

Printed Name: _____

Title: _____

STATE OF IOWA)
) ss.
COUNTY OF SCOTT)

On this 31 day of March, 2020, before me a notary in and for said county and state, personally appeared **Joe B. Slavens**, to me personally known, who being by me duly sworn did say that he is the **President and CEO** of **Northwest Bank & Trust Company**, said corporation, that said instrument was signed on behalf of the said corporation by the authority of its board of directors and that **Joe B. Slavens** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

_____
Notary Public

NOTARIAL SEAL IOWA
KENLYN CROUCH
Commission Number 794972
My Commission Expires
March 08, 2022

EWING LAND DEVELOPMENT & SERVICES, L.L.C., an Iowa Limited Liability Company

By: Ray C Bisbee

Name: Ray C Bisbee

Title: President & CEO

STATE OF IOWA, COUNTY of Scott, ss:

On this 31 day of March, 2020, before me, a Notary Public in and for the said State, personally appeared **Ray C. Bisbee**, to me personally known, who being by me duly sworn did say that that person is President and CEO of said limited liability company, that (the seal affixed to said instrument is the seal of said) or (no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its managers and the said **Ray C. Bisbee** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Kenlyn Crouch

Kenlyn Crouch, Notary Public in and for said State.



CITY OF BETTENDORF
PUBLIC WORKS DEPARTMENT

CITY HALL 52722
PHONE 359-0347

September 18, 1980

Donald C. Allbee
2528 Middle Road
Bettendorf, Iowa 52722

SUBJECT: Variance request for a fence

Dear Dr. Allbee:

This letter is to officially advise you that on September 17, 1980 the Bettendorf Board of Adjustment approved your proposed Exception to construct a fence 6 feet in height within the area along the west side of your home, from Middle Road northward 120 feet; and to continue this fence 10 feet in height northward along the west property line of your home to the rear of your property. This will mean that you can construct a fence as shown on the drawing you attached to your application and may construct the last 80 feet of it at some later date. This Exception will be valid so long as your property is used for the single family home which now exists.

If you have any further questions on this matter, please feel free to contact this office.

Sincerely,

Gary P. Gunderman
Secretary, Board of Adjustment

GPG/rm

cc: Don Jones

G. ALLBEE 1878-1947
HARVEY G. ALLBEE
ROBERT H. WILSON
HARVEY G. ALLBEE, JR.

ALLBEE, WILSON & ALLBEE
ATTORNEYS AT LAW
401-409 MEDICAL ARTS BUILDING
MUSCATINE, IOWA 52761

AREA CODE 319
263-0432

FENCE SPECIFICATIONS

Suggested by Dr. D. C. Allbee 6/27/80

A. Chemically Pressure Treated Posts or Poles

1. 6" or better in diameter
2. Set on a line (offset from property line offset 4' to 6' East of surveyed property line)
3. Spaced 6' apart on centers
4. Set not less than 3'6" deep
5. To be long enough so they come to within 6" from top of completed fence

B. Redwood Rails or Nailers

1. 2" x 4" redwood 12 feet long
2. To be spiked to posts at a mortised area on posts
3. Bottom of lower rail to be 12" above ground
4. Top of top rail to be not more than 12" below top of finished fence
5. Middle rail to be half way between top and bottom rail (middle rail not necessary where fence is 6' high or less).

C. Fence Facing

1. One 1" redwood boards nailed to West side of fence because of prevailing West winds
2. Bottom of boards to be 1" above ground when in place.
3. Top of boards to be cut after being put in place to be uniform height of six and/or eight feet as per agreement as to height of finished fence
4. Every other post or pole to be guyed with #9 steel wire or better to trees or anchor posts on the property line.

MEMORANDUM OF TELEPHONE CALL

DR. D.C. ALLBEE & HGA - 6/12/1980

Tight Board Fence

From Highway (Middle Road) North and to the east of existing trees which have grown up along the boundary line between Allbee and Northwest Bank.

Boundary to be surveyed and monumented by bank.

Trees to remain but are to be trimmed up to accomodate Fence.

Fence to be close to the trees as practical.

Fence to extend from Middle Road, North to present corn field (approximately 391 feet)

Fence to be straight and a uniform distance East of property line to the cornfield.

Fence could be jogged West to property line north of existing trees.

Fence to be 6 (six) foot high for first 120 feet (part can be a chain link fence to the extent City of Bettendorf rejects-Tight Board Fence).

Balance of Fence to be 10 (ten) foot in height.

Basic Fence to be built as soon as possible and before August 1st, 1980.

When the 70 to 90 feet of real estate North of the present bank site is developed by the bank or any owner of said property or when requested by D.C. Allbee or his successor or assigns, then the balance of the fence 10 (ten) foot high is to be built by the bank and extended North an additional a distance of approximately 70 or 90 feet to the North end of the common property line.

Fence is to be maintained in a condition satisfactory to Allbee at bank's expense and if bank fails to make necessary repairs or to perform necessary maintainence within 30 days after notice by Allbee, his successor or assigns then Allbee, his successor or assignee may make repairs or have maintenance performed and recover the reasonable value of such repairs and maintenance from the bank.

Bank will at bank's expense remove fence or any designated portion thereof within 30 days after being requested to do so by Allbee or his successors or assigns. On failure of bank remove fence or any designated portion thereof Allbee can remove the fence and recover the reasonable value of services performed in removing fence from the bank and in addition Allbee may keep or dispose of materials from fence as he desires without being liable to account for bank for such materials.

FOR YOUR INFORMATION
ALLBEE, ALLISON & DENNING

FENCE AGREEMENT

In consideration of the sum of one dollar and other good and valuable consideration the undersigned does hereby agree:

1. That before any improvements are made upon its real estate lying West of the real estate now owned by Donald C. Allbee including but not limited to building site preparation, the undersigned will construct, build or cause to be constructed or built, upon its real estate adjacent to the following described property line between the real estate of Donald C. Allbee and the undersigned, to-wit:

> Beginning at a point 1635.57 feet South and 314.68 feet East of the Northwest (NW) corner of the East one-half (E 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-One (21), Township Seventy-eight (78) North, Range Four (4) East of the Fifth (5th) Principal Meridian and running thence South on the property line between the said Donald C. Allbee and the undersigned a distance of not less than 480 feet, a solid board fence Twelve (12) feet in height.

2. That the undersigned will construct and maintain said fence at its own expense.

3. It is understood that said fence will be maintained by the undersigned only so long as the real estate now owned by Donald C. Allbee lying adjacent to and east of the property line hereinabove described is used for residential purposes by Dr. Donald C. Allbee or until such time as Dr. Donald C. Allbee, his successors or assigns shall in writing consent to the removal or alteration of said fence whichever is earlier.

Dated at Bettendorf, Iowa, this 7 day of June, 1979.

INVESTMENT MANAGEMENT, INC.

BY Lawrence M. Siebel
Its President

ATTEST:

Jon E. Slaven
Its Secretary

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

February 19, 2020

Staff Report

Case No. 19-091
Subdivision Name: Ewing Bettendorf First Addition – Amended Final Plat
Location: 2528 Middle Road
Applicant: Ewing Development
Current Zoning Classification: C-2, Community Commercial District
Current Land Use Designation: Community Commercial

Background Information and Facts
Since the last submittal to the Planning and Zoning Commission, the final plat has been modified to flag Lots 1 and 2 around Lot 3. The final plat encompasses an approximately 15-acre parcel located at 2528 Middle Road (see Aerial Photo and Preliminary Plat - Attachments A and B). Access is anticipated through the Northwest Bank property with a second access anticipated from Happy Joe Drive. Three lots are established in the Ewing Bettendorf First Addition preliminary plat, and the final plat encompasses the same area as the preliminary plat (see Final Plat, Attachment C). The final plat is substantially consistent with the approved preliminary plat.

Land Use
The Community Commercial land use designation permits C-2, Community Commercial District zoning which would allow the proposed senior housing complex.

Utilities
Utilities are available along Middle Road and from Happy Joe Drive. Water and electrical service will originate along Middle Road. It is the responsibility of the property owner to connect to all utilities. Sanitary sewer is available for connection from the north.

Thoroughfare Plan/Access
The site is anticipated to have two entries: one from Happy Joe Drive and from Middle Road through an easement through the bank property to the west.

A traffic impact study was prepared by an independent third-party engineering consultant, and the results confirm that no additional traffic control devices will be required for either the first phase of the project or the anticipated full buildout. The study analyzed the intersections of Spruce Hills Drive and Middle Road, Middle Road and Happy Joe Drive, and the Northwest Bank

Tower entrance off Middle Road. All three are anticipated to function at acceptable levels of service at full buildout. The report did suggest that an updated analysis be performed in the future at the Middle Road and Happy Joe Drive intersection to confirm that a traffic signal is still not required.

Recommended Action

Staff recommends the Planning and Zoning Commission support the approval of the final plat with the following condition:

1. Approval of the final plat does not waive any applicable city, state, or federal 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 Ewing Bettendorf First Addition, submitted by Ewing Development. (Case 19-091)

Planning and Zoning Commission's decision on a site development plan for 2528 Middle Road, submitted by Ewing 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 and site development plan requests.

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

Sincerely,

John Soenksen
Director, Community Development

Final Plat/Site Development Plan

7. Case 19-091; Ewing Bettendorf First Addition (amended final plat), submitted by Ewing Development.

8. Case 19-092; 2528 Middle Road (amended site development plan), submitted by Ewing Development.

Beck reviewed the staff report for the final plat. He added that the engineer must clarify that the location of the access easement for Lot 3 is placed behind the required 20-foot front yard setback line.

Morlok explained that Shive-Hattery completed a traffic study for the applicant which showed that there are no warrants which would necessitate a traffic signal at Middle Road and Happy Joe Drive. He indicated that most accidents at that intersection are caused by speeding eastbound motorists, adding that a left-turn lane at Happy Joe Drive may be beneficial in the future. Morlok stated that Shive-Hattery's review took into consideration the traffic pattern for the first phase alone and also a full buildout with the both buildings and assuming a commercial business located on Lot 3. He explained that after the initial buildout, it may be useful to reevaluate the intersection and Middle Road and Happy Joe Drive to determine whether there are any warrants.

Soenksen explained that the applicant added the flag lots so that the buildings would have a Middle Road address and so that signage could be placed along Middle Road.

Kappeler asked for clarification of the location of the proposed signage. Soenksen stated that it would be located on the flag lot closest to the bank building.

Wennlund asked if the address would have been from Happy Joe Drive if the original configuration of the plat were used. Soenksen confirmed this, adding that the previous plat did not have any Middle Road frontage for Lots 1 and 2.

Beck reviewed the staff report for the site development plan.

Wennlund asked if there would be full two-way access within the development. Beck confirmed this. A brief discussion was held regarding proposed access to the development. Soenksen commented that there would be no direct access to Middle Road from Lot 3. Morlok explained that the access easement runs the length of Lot 3 because the developer is unsure of what will eventually be located there. He added that the driveway location for Lot 3 will be indicated on a future site plan. Morlok explained that the access easement on Lot 2 will stop short of the right-of-way on Middle Road to prevent direct access to Middle Road.

Kappeler asked if the new driveway would have the same footprint as the existing one. Morlok explained that the driveway to serve the entire site will be put in during the first phase of construction, adding that there will be no additional curb cuts on Middle Road.

Kappeler asked if construction vehicles would be using the Happy Joe Drive entrance. Morlok stated that he believes that is the case.

Ormsby asked how many residents would be living in the development. Morlok explained that there would 110 units at full buildout and an average of 3-5 trips per day. He added that there would be approximately 1000 trips per day and that all of them would not necessarily involve the Middle Road entrance/exit.

Gannaway asked if staff considers emergency vehicle access when evaluating a site plan. Morlok confirmed this, adding that the second entrance is required because of fire code requirements.

Sue Johnson, 2360 Wrenwood Court, asked when the traffic study was completed and if it took current traffic into account or just the traffic that would be generated at full buildout. Morlok explained that a 24-hour count was conducted at several locations and that projections were made based on standardized traffic generation patterns. He indicated that the traffic study was completed in November 2019.

Johnson stated that she does not believe that it would be appropriate to have a traffic signal at Happy Joe Drive and Middle Road, adding that she would prefer that a turn-lane be installed there. She asked if delivery vehicles, cleaning staff, etc. had been taken into consideration for the traffic study. Morlok confirmed this, adding that there would be little to no staff on site.

> On motion by Kappeler, seconded by Ormsby, that the amended final plat of Ewing Bettendorf First Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

> On motion by Kappeler, seconded by Ormsby, that the amended site development plan for 2528 Middle Road be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: April 6/7, 2020
REQUESTED BY: Brent Morlok

ITEM TITLE: Resolution approving a site development plan for 2528 Middle Road, submitted by Ewing Development. (Case 19-092)

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

Ewing Development has submitted a revised site development plan for 2528 Middle Road showing the new lot configuration for Lots 1, 2 and 3 for the approximately 15-acre parcel (see Location Map - Attachments A). Access is anticipated through the Northwest Bank property, and a second access is anticipated off Happy Joe Drive. The site plan shows the first building that will be built on Lot 1 (see new Final Plat and Site Development Plan - Attachments B and C). The landscape plan meets requirements of the Landscape Ordinance (see Landscape Plan - Attachment D). The elevations of the building show that the 3-story structure will have 62 units (see Elevations - Attachment E). 93 parking spaces are required for this use, and 129 parking spaces will be provided (82 indoor and 47 outdoor).

The City required the developer to have a comprehensive traffic study conducted for Middle Road from Spruce Hills Drive to Happy Joe Drive. The study examined the requested access points into this development and all intersections in the area. The study supported the access design included in this site development plan.

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:

The Finance Department has calculated that the first phase of this 2-building development (the current site plan) will generate in excess of $163,000 in new revenue per year.

List Attachments:

Resolution; (A) Location Map; (B) New Final Plat; (C) Site Development Plan; (D) Landscape Plan; (E); Building 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 A SITE DEVELOPMENT PLAN FOR 2528 MIDDLE ROAD

WHEREAS, Ewing Development has submitted a site development plan for 2528 Middle Road, 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 the site development plan for 2528 Middle Road 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. All private drives shall be owned and maintained by the owners of the complex.
3. The City Engineer must approve storm water quality designs prior to issuance of building permits.

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

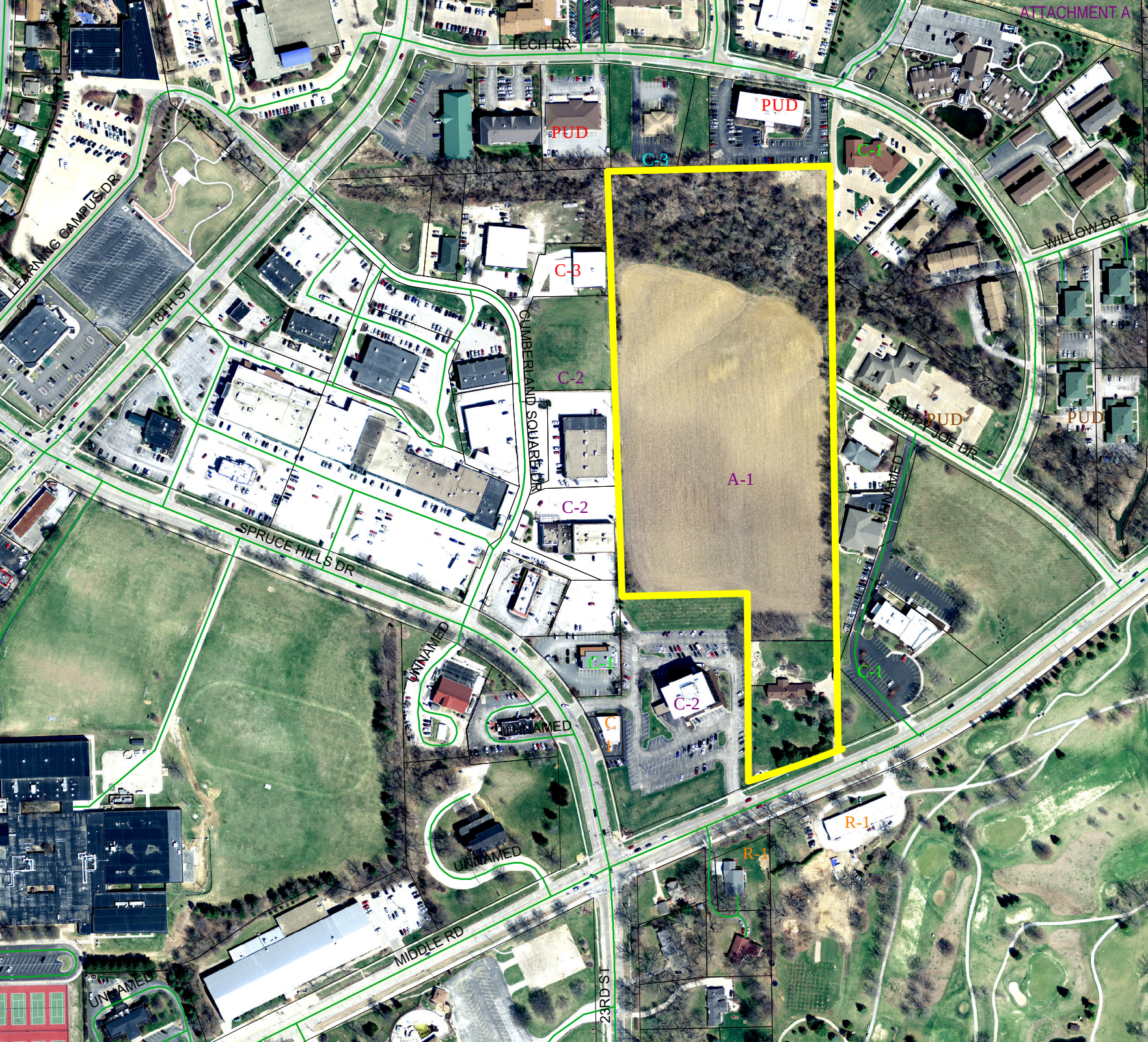
_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk


ATTACHMENT A
TECH DR
PUD
PUD
C-3
C-1
WILLOW DR
LEARNING CAMPUS DR
18TH ST
C-3
C-2
CUMBERLAND SQUARE DR
C-2
A-1
PUD
PUD
HAPPY HOLLOW DR
UNNAMED
SPRUCE HILLS DR
UNNAMED
C-1
C-2
C-1
C-1
UNNAMED
C-1
UNNAMED
R-1
R-1
MIDDLE RD
UNNAMED
23RD ST

EWING BETTENDORF FIRST ADDITION

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
SECTION 21-78-4
E 1/2 NE 1/4

REQUESTED BY:
EWING DEVELOPMENT

RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⊞	⊞
Control Point	⊙CP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

CENTURY LINK

BY

DATE

MID AMERICAN ENERGY COMPANY

BY

DATE

IOWA-AMERICAN WATER CO.

BY

DATE

MEDIACOM

BY

DATE

PLAN & ZONE COMMISSION

BY

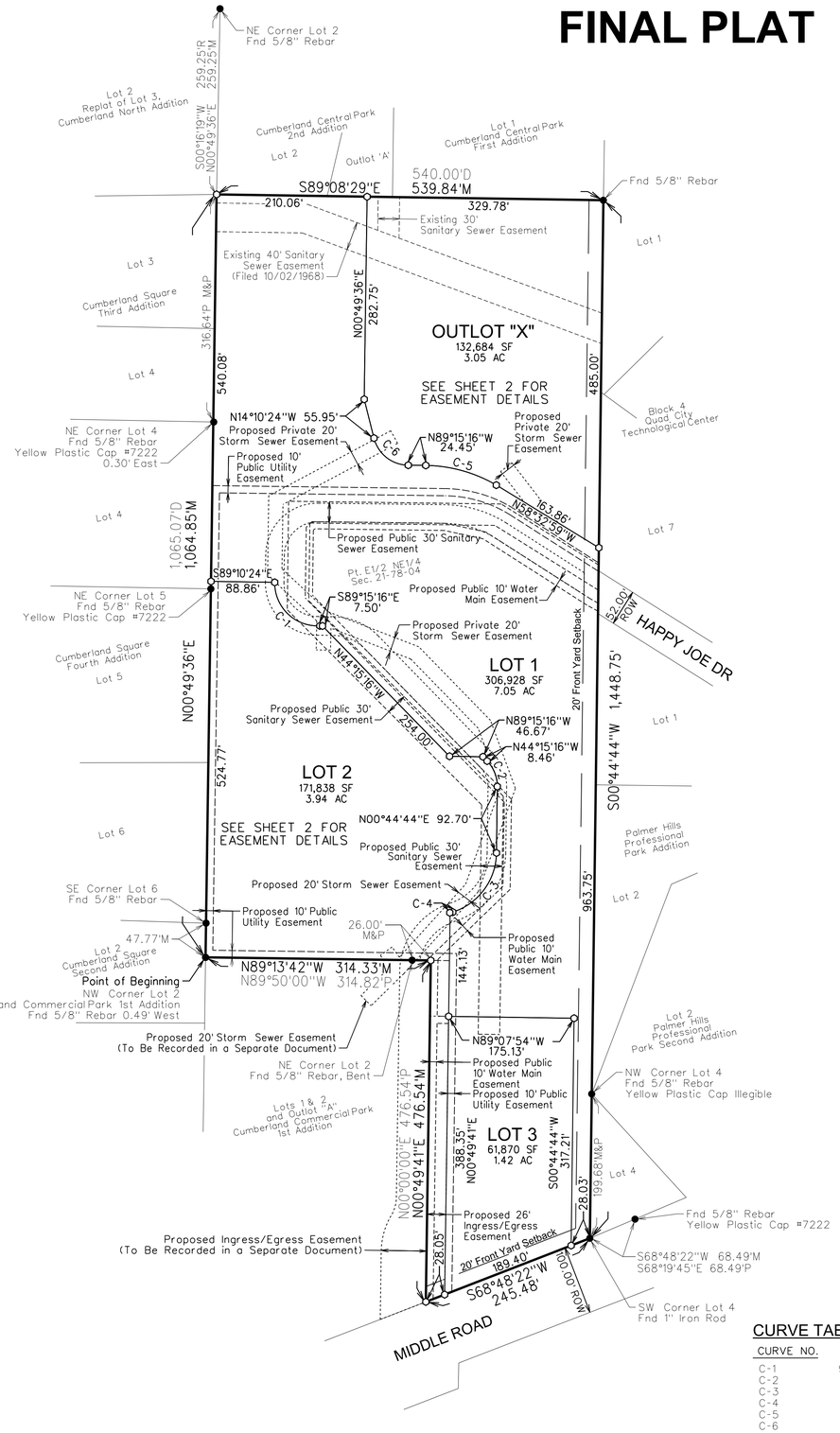
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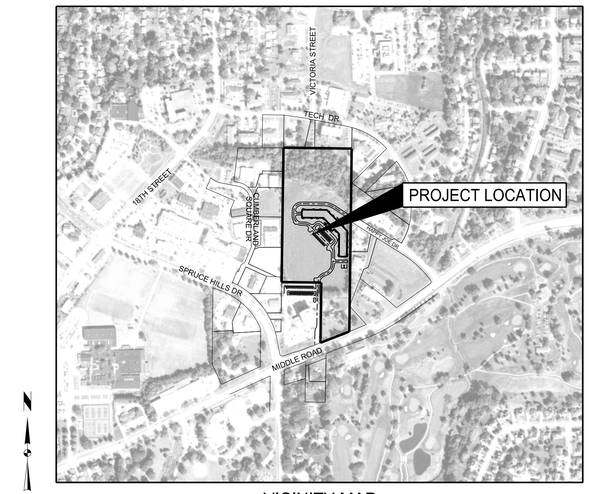
CITY OF BETTENDORF, IOWA

BY

ATTEDT

DATE





1"=200'

VICINITY MAP

PLAT DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00°49'36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND CUMBERLAND SQUARE 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION, AN OFFICIAL PLAT; THENCE SOUTH 89°08'29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 539.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00°44'44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68°48'22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A" OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 00°49'41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE NORTH 89°13'42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

DATE OF SURVEY

SEPTEMBER 4, 2019

ZONING

C-2 COMMUNITY COMMERCIAL DISTRICT

OWNER/DEVELOPER

EWING LAND DEVELOPMENT AND SERVICES LLC
2521 WASHINGTON STREET
PELLA, IOWA 50219
CONTACT: HEATHER ROPP
PHONE: 641-628-0073

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

ACRES

15.46 ACRES

BASIS OF BEARING

THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21 IS ASSUMED TO BEAR N00°49'36" EAST.

NOTES

1. 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.
2. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA.
3. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF THE CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
4. LOT 1 AND LOT 3 ACCESS SHALL ONLY BE THROUGH THE DRIVEWAY ON LOT 2 OR THE NORTHWEST BANK SITE (LOT 1, CUMBERLAND COMMERCIAL PARK FIRST ADDITION). NO ACCESS TO MIDDLE ROAD WILL BE ALLOWED.
5. THE MAINTENANCE OF OUTLOT "X" AND DETENTION BASIN SHALL BE SHARED BETWEEN LOTS 1 AND 2.
6. 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.

0 100
FEET

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	90° 00' 41" RT	60.00'	94.26'	60.01'	N44°15'23"W 84.86'
C-2	45°00'00" RT	50.00'	39.27'	20.71'	S21°45'16"E 38.27'
C-3	71°22'48" RT	88.00'	109.63'	63.21'	S36°26'08"W 102.68'
C-4	02°33'03" RT	88.00'	3.92'	1.96'	N70°51'01"E 3.92'
C-5	30°42' 17" RT	200.00'	107.18'	54.91'	S73°54'08"E 105.90'
C-6	75°04'52" RT	50.00'	65.52'	38.42'	N51°42'50"W 60.93'

ERIN D. GRIFFIN
LICENSED PROFESSIONAL LAND SURVEYOR
19710
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 Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:
Sheets 1 & 2 of 2

MARK	REVISION	DATE	BY
5	REVISED AS PER CITY	2/25/2020	RMM
4	REVISED ZONING	1/09/2020	RMM
3	REVISED PER CITY COMMENTS	1/07/2020	RMM
2	REVISED PER CITY COMMENTS	11/1/19	RMM

Engineer: JAL | Checked By: EDG | Scale: 1"= 100'
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:

Project No: 1190191

Sheet 1 of 2

EWING BETTENDORF FIRST ADDITION
FINAL PLAT
BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 1 of 2

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RMORTENSON
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LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	x93.0 / 93
Contour Elevation	93	
Fence (Barbed, Field, Hog)	x x	
Fence (Chain Link)		
Fence (Wood)		
Fence (Silt)		
Tree Line		
Tree Stump		
Deciduous Tree \ Shrub		
Coniferous Tree \ Shrub		
Communication	C(x)	C
Overhead Communication	OC(x)	OC
Fiber Optic	FO(x)	FO
Underground Electric	E(x)	E
Overhead Electric	OE(x)	OE
Gas Main with Size	4" G(x)	4" G
High Pressure Gas Main with Size	4" HPG(x)	4" HPG
Water Main with Size	8" W(x)	8" W
Sanitary Sewer with Size	8" S(x)	8" S
Duct Bank	DUCT(x)	
Test Hole Location for SUE w/ID	A1	

(x) Denotes the survey quality service level for utilities

	Existing	Proposed
Sanitary Manhole	12" ST	12" ST
Storm Sewer with Size		
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	
Electric Transformer		
Traffic Sign		
Communication Pedestal		
Communication Manhole		
Communication Handhole		
Fiber Optic Manhole		
Fiber Optic Handhole		
Gas Valve		
Gas Manhole		
Gas Apparatus		
Fence Post or Guard Post		
Underground Storage Tank	(UST)	
Above Ground Storage Tank	(AST)	
Sign		
Satellite Dish		
Mailbox		
Soil Boring		

GENERAL NOTES

A. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.

B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2019 SUDAS MANUAL AND THE CITY OF BETTENDORF SUPPLEMENTAL SPECIFICATIONS AND THE SOILS REPORTS PREPARED BY OTHERS.

C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.

D. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.

E. NOTIFY OWNER, ENGINEER AND THE CITY OF BETTENDORF ONE WEEK PRIOR TO BEGINNING WORK AND AT LEAST 48 HOURS PRIOR TO CONNECTION TO PUBLIC UTILITIES.

F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.

G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.

H. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.

I. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.

J. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.

K. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES AND 8" DEPTH WITHIN CITY R.O.W.

L. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.

M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.

N. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.

O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.

P. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, THE CITY OF BETTENDORF, AND THE OWNER PRIOR TO CONSTRUCTION.

Q. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.

R. NO GROUND DISTURBING ACTIVITY WILL BE ALLOWED PRIOR TO ISSUANCE OF AN NPDES GENERAL PERMIT NO. 2, SWPPP AND CITY GRADING PERMIT.

S. HANDICAPPED ACCESS STALLS SHALL BE SIGNED "NO PARKING" OR OTHERWISE STRIPED TO INDICATE "NO PARKING".

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHENAPPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINEDBY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

UTILITY CONTACT INFORMATION

S-SANITARY SEWER STORM SEWER	CITY OF BETTENDORF BRENT MORLOK 563-344-4063 bmorlok@bettendorf.org	C2-COMMUNICATION	MEDIACOM COMMUNICATIONS MITCH HANCOCK 309-743-4735 mhancock@mediacomcc.com
W1-WATER	IOWA AMERICAN WATER COMPANY JULIE ALLENDER 563-468-9222 julie.allender@amwater.com	CLEAR PER MAP	UNITIFIBER, LLC BILL FRANK 309-838-7941 bill.frank@uniti.com
E1-ELECTRIC G1-GAS	MIDAMERICAN ENERGY DIANE HIRL 309-793-3645 dhhirl@midamerican.com	CLEAR PER MAP	CENTRAL SCOTT TELEPHONE RICK BILLUPS 563-285-9611 rick@cstech.com
FO1-FIBER OPTIC	GENESO COMMUNICATIONS ROGER GRANELL 309-944-8025 roger.granell@geneseo.com	CLEAR PER EMAIL	AT&T TRANSMISSION LENNY VOHS 816-275-4014 lv2121@att.com
C1-COMMUNICATION	CENTURYLINK TOM STURMER 720-578-8090 thomas.sturmer@centurylink.com		

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM1 N=8073593.79 E=21510321.68 ELEV=633.49
NORTHWEST FLANGE BOLT ON HYDRANT ON THE SOUTH SIDE OF HAPPY JOE DRIVE, EAST SIDE OF SITE.

BM2 N=8073073.73 E=21509675.72 ELEV=659.82
CUT TRIANGLE IN THE NORTHWEST CORNER OF LIGHT POLE BASE IN ISLAND AT THE NORTHWEST CORNER OF NORTHWEST BANK PARKING, SOUTHWEST CORNER OF SITE.

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 11 (DUBUQUE-DAVENPORT)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1 N=8073155.81 E=21509631.04 ELEV=662.47
CUT "X" IN CENTER OF SIDEWALK 80' NORTHEAST OF NORTHEAST CORNER OF HAPPY JOE'S, SOUTHWEST CORNER OF SITE.

CP2 N=8074373.76 E=21509626.41 ELEV=633.36
CUT "X" ON TOP OF CURB 10' SOUTHWEST OF COMMUNICATIONS VAULT IN THE SOUTHEAST CORNER OF PARKING LOT TO FARMERS INSURANCE AGENCY, NORTHWEST CORNER OF SITE.

CP3 N=8074143.85 E=21510235.77 ELEV=628.90
CUT "X" ON TOP OF CURB 10' SOUTH OF LIGHT POLE AT THE SOUTHEAST CORNER OF GRASS ISLAND, NORTHEAST CORNER OF SITE.

CP4 N=8073605.19 E=21510329.22 ELEV=630.40
CUT "X" ON TOP OF CURB 12' NORTH OF HYDRANT ON THE SOUTH SIDE OF HAPPY JOE DRIVE, EAST SIDE OF SITE.

CP5 N=8073033.96 E=21510186.61 ELEV=658.74
CUT "X" ON TOP OF CURB 30' WEST OF WOOD FENCE IN THE WEST SIDE OF ASPHALT PARKING LOT FOR CHURCH, SOUTHEAST CORNER OF SITE.

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ZONING

C-2: COMMUNITY COMMERCIAL DISTRICT

PROPERTY DESCRIPTION

A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, CUMBERLAND COMMERCIAL PARK 1ST ADDITION, AN OFFICIAL PLAT; THENCE NORTH 00° 49' 36" EAST ALONG THE EAST LINE OF CUMBERLAND SQUARE 2ND ADDITION AND 4TH ADDITION, 1064.85 FEET TO THE SOUTHWEST CORNER OF LOT 2, CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 89° 08' 29" EAST ALONG THE SOUTH LINE OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION, 539.84 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CUMBERLAND CENTRAL PARK 2ND ADDITION; THENCE SOUTH 00° 44' 44" WEST ALONG THE WEST LINE OF QUAD CITY TECHNOLOGICAL CENTER AND PALMER HILLS PROFESSIONAL PARK, OFFICIAL PLATS, 1448.75 FEET TO THE NORTH RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 68° 48' 22" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 245.48 FEET TO THE SOUTHEAST CORNER OF OUTLOT "A" OF SAID CUMBERLAND COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 00° 49' 41" EAST ALONG THE EAST LINE OF SAID OUTLOT "A", 476.54 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A" THENCE NORTH 89° 13' 42" WEST ALONG THE NORTH LINE OF SAID OUTLOT "A" AND LOT 2, A DISTANCE OF 314.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.46 ACRES (673,320 S.F.).

PROPERTY ADDRESS

2528 MIDDLE ROAD

GENERAL USE

AGE RESTRICTED COOPERATIVE LIVING FACILITY

BUILDING DESCRIPTION

TOTAL BUILDING HEIGHT= 49'-3"

FLOOR SQUARE FOOTAGE
GARAGE: 37,564 SF
1ST FLOOR: 37,883 SF
2ND FLOOR: 37,217 SF
3RD FLOOR: 37,068 SF

UNIT TYPE	# UNITS	UNIT SF
WILLOW (TYPE A - 109)	4	1,050
CHESTNUT (TYPE A - 110)	5	1,232
MAGNOLIA	6	1,319
PINE - OUTSIDE CORNER	6	1,405
LOCUST - INSIDE CORNER	6	1,409
BIRCH	12	1,415
CEDAR - END	3	1,417
HAWTHORNE	1	1,423
MULBERY - END	3	1,589
OLIVE	5	1,597
CYPRESS	5	1,612
CHERRY - END	3	1,641
MAPLE - END	3	1,797

PARKING REQUIREMENTS:

1-1/2 SPACES PER DWELLING UNIT
62 TOTAL UNITS x 1-1/2 = 93 SPACES REQUIRED

82 UNDERGROUND PARKING SPACES PROVIDED
47 SURFACE SPACES PROVIDED

129 TOTAL SPACES PROVIDED

BULK REGULATIONS

MAXIMUM HEIGHT	=10 STORIES
FLOOR AREA RATIO	=400%
FRONT YARD SETBACK	=20 FEET
REAR YARD SETBACK	=NONE
SIDE YARD SETBACK	=NONE

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.

2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 INCLUDING CREATING OR MAINTAINING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND POSSIBLY OBTAINING THE GENERAL PERMIT COVERAGE FROM THE IDNR.

2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.

3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN:

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.

2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.

3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.

4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:

   a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.

   b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.

   c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.

   d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.

   e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.

   f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.

   g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.

   h. RESPREAD A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.

   i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, OR SOD AS SOON AS PRACTICAL UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES NO LATER THAN 14 CALENDAR DAYS AFTER CONSTRUCTION ACTIVITY HAS FINISHED OR IS PLANNED TO BE DELAYED MORE THAN 21 CALENDAR DAYS.

   j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.

   k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

MARK	DATE	BY
	REVISED PER GRADING UPDATES	
5	1/30/2020	LMW
6	2/19/2020	JAL
7	2/25/2020	RMM
8	2/26/2020	LMW
	REVISED LANDSCAPING	
	REVISED FIRE HYDRANTS	
	REVISED AS PER CITY	
	ADDENDUM 1	

Engineer: LBM | Checked By: JAL | Scale: 1"= 1'
Technician: RMM | Date: 09/27/19 | Field Bk: Pg:

Project No: 1190191 | Sheet 2 of 7

BETTENDORF, IA

VINTAGE COOPERATIVE OF BETTENDORF

PROJECT INFORMATION

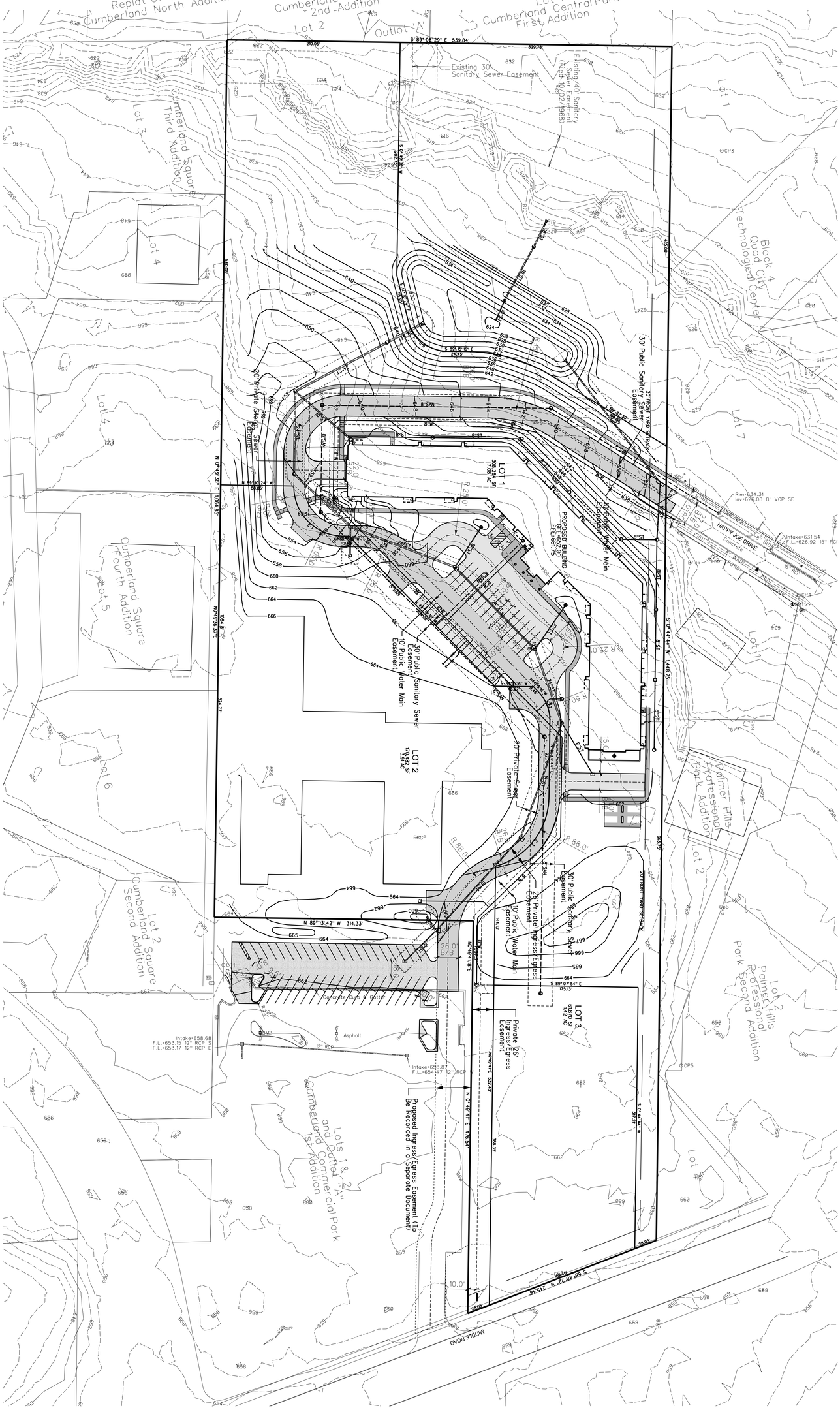
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Project No: 1190191

Sheet 2 of 7

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LEGEND

7" PCC PAVEMENT

6" PCC PAVEMENT

4" PCC SIDEWALK

0 60
FEET

VINTAGE COOPERATIVE OF BETTENDORF

SITE PLAN

BETTENDORF, IA

MARK	REVISED PER GRADING UDATES	DATE	BY
8	ADDENDUM 1	2/26/2020	LMW
7	REVISED AS PER CITY	2/25/2020	RMM
6	REVISED FIRE HYDRANTS	2/19/2020	JAL
5	REVISED LANDSCAPING	1/30/2020	LMW

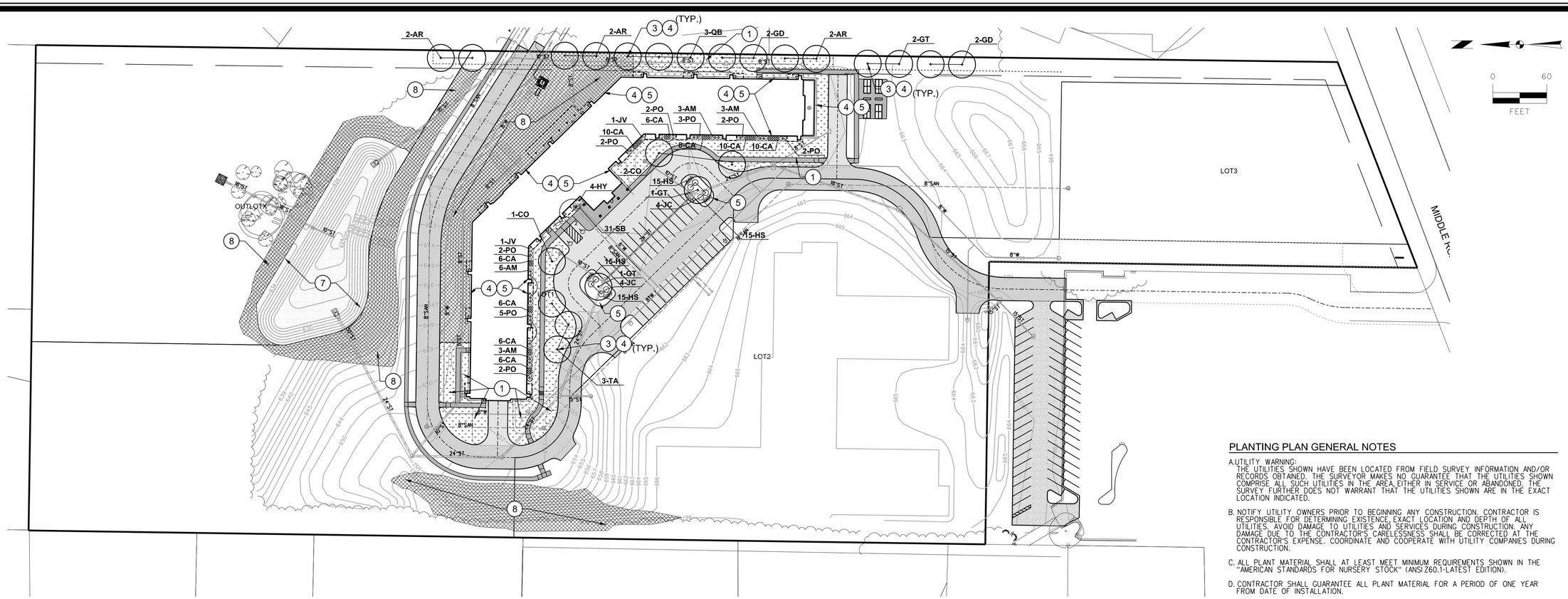
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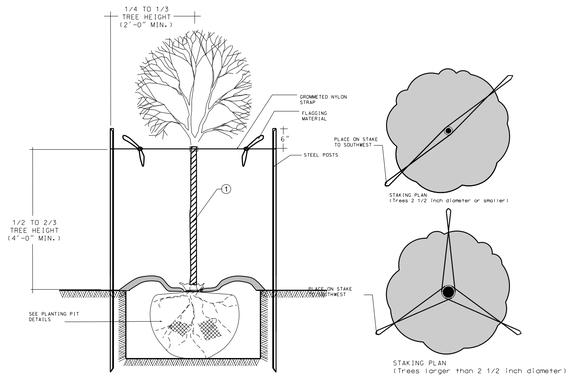
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:

Project No: 1190191 | Sheet 3 of 7

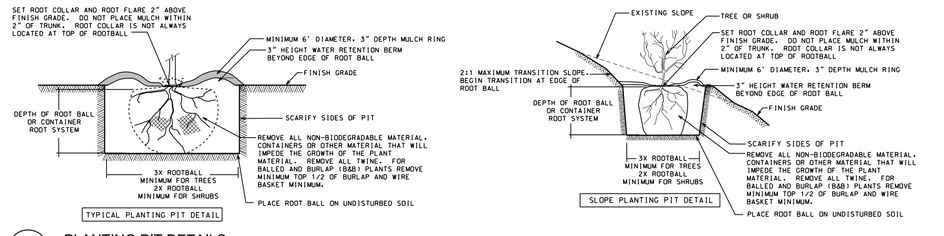
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Sheet 3 of 7
Project No: 1190191
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1/7 DECIDUOUS TREE STAKING DETAIL
NO SCALE



2/7 PLANTING PIT DETAILS
NO SCALE

PLANTING REQUIREMENTS

ZONE: (C-2) COMMERCIAL
(REQUIREMENTS AS PER ZONING REGULATIONS OF THE CITY OF BETTENDORF, IA)

STREET FRONTAGE REQUIREMENTS:
--15' DEPTH, 1 TREE PER 700 SF OF TOTAL FRONTAGE AREA
700 LF X 15 = 10,500/700 = 15 TREES REQUIRED (15 PROVIDED)

INTERIOR PARKING LOT OPEN SPACE REQUIREMENTS:
--TOTAL PARKING LOT AREA: 55,067 SF X 7% = 3,855 SF REQUIRED INTERIOR PARKING OPEN SPACE 1 TREE PER 500 SF OF PARKING LANDSCAPE AREA = 3,855/500 = 7.71 TREES (8 PROVIDED) (4,000 SF PROVIDED, 7.2%)

PLANT SCHEDULE

	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
OVERSTORY	AR	6	Acer rubrum 'Somerset'	SOMERSET RED MAPLE	2" CAL.	B&B
	CO	3	Celtis occidentalis 'Prairie Pride'	PRAIRIE PRIDE HACKBERRY	2" CAL.	B&B
	GT	4	Gleditsia triacanthos f. inermis 'Skycole'	SKYLINE HONEYLOCUST	2" CAL.	B&B
	GD	4	Gymnocladus dioicus 'Espresso'	ESPRESSO KENTUCKY COFFEETREE	2" CAL.	B&B
	QB	3	Quercus bicolor	SWAMP WHITE OAK	2" CAL.	B&B
	TA	3	Tilia american 'American Sentry'	AMERICAN SENTRY BASSWOOD	2" CAL.	B&B
SHRUBS	AM	15	Aronia melanocarpa 'Morton'	IROQUOIS BEAUTY CHOKEBERRY	24" HT.	CONT.; 4' O.C.
	HY	4	Hydrangea paniculata 'Rehny'	VANILLA STRAWBERRY HYDRANGEA	36" HT.	CONT.; 6' O.C.
	JC	8	Juniperus chinensis 'Kallay's Compact'	KALLAY'S COMPACT JUNIPER	24" HT.	CONT.; 6' O.C.
	JV	2	Juniperus virginiana 'Skyrocket'	SKYROCKET JUNIPER	4' HT.	CONT.; 4' O.C.
	PO	20	Physocarpus opulifolius 'Little Devil'	LITTLE DEVIL NINEBARK	18" HT.	CONT.; 4' O.C.
	SB	3	Spiraea betulifolia 'Tor'	TOR BIRCHLEAF SPIREA	18" HT.	CONT.; 4' O.C.
GRASS & PERENNIALS	CA	62	Calamagrostis x acutifolia 'KarlFoerster'	KARL FOERSTER FEATHER REED GRASS	1 GAL.	CONT.; 30" O.C.
	HS	60	Hemerocallis x 'Stella D'Oro'	STELLA D'ORO DAYLILY	1 GAL.	CONT.; 2' O.C.

PLANTING PLAN GENERAL NOTES

A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.

C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).

D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

H. MULCH SHALL NOT BE PLACED AROUND THE COLLAR OF SHRUB OR TREE. PROVIDE A MINIMUM OF 2" BETWEEN MULCH AND COLLAR OF SHRUB OR TREE.

I. ALL PLANT MATERIAL SHALL BE GROWN IN ZONE CAPABLE OF WITHSTANDING LOCAL CLIMATE AND GROWING CONDITIONS.

J. TREE OR SHRUB SHALL STAND PLUMB. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACK FILLING.

K. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY, HEALTHY, FREE OF DISEASE AND INSECTS AND SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS. PLANTS SHALL ALSO BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT VIGOROUS GROWTH.

L. ALL PROPOSED PLANTS SHALL BE LOCATED AS SHOWN ON PLANS. ALL TREES TO BE PLANTED A MINIMUM DISTANCE OF 5 FEET FROM PAVEMENTS AND 6 FEET FROM ALL HYDRANTS.

M. PLANTS SHALL BE TRUE TO SPECIES, SIZE AND VARIETY SPECIFIED. SUBSTITUTIONS OF PLANT MATERIALS IS NOT PERMITTED UNLESS AUTHORIZED IN WRITING BY THE LANDSCAPE ARCHITECT.

N. CONTRACTOR IS RESPONSIBLE FOR PLANTS AWAITING INSTALLATION AND SHALL PROTECT THEM FROM INJURY.

PLANTING PLAN CONSTRUCTION NOTES

1. SOD AREAS IDENTIFIED ON PLAN AS PER SUDAS SPECIFICATION SECTION 9020. ESTABLISH AS PER OWNER'S REQUIREMENTS.

2. SEED ALL DISTURBED AREAS WITH TYPE 1 LAWN MIXTURE AS PER SUDAS SPECIFICATION SECTION 9010 UNLESS OTHERWISE NOTED. ESTABLISH AS PER OWNER'S REQUIREMENTS.

3. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH ON ALL INDIVIDUAL TREES WITH A 5' DIAMETER MULCH RING. PROVIDE SAMPLE OF PROPOSED MULCH FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION.

4. CONTRACTOR TO INSTALL BLACK PLASTIC EDGING AROUND ALL INDIVIDUAL TREE PLANTINGS AND AT PERIMETER OF ALL PLANTING BEDS UNLESS OTHERWISE DIRECTED BY OWNER.

5. CONTRACTOR TO INSTALL TWO INCH RIVER ROCK MULCH TO A DEPTH OF 3-INCHES WITH WEED BARRIER FABRIC UNDERLAYMENT IN ALL AREAS SHOWN ON PLAN. PROVIDE SAMPLE OF RIVER ROCK MULCH TO OWNER FOR APPROVAL PRIOR TO INSTALLATION.

6. EXISTING VEGETATION TO REMAIN.

7. SEED DETENTION BASIN WITH ECO-FRIENDLY GOLF COURSE SEED MIX AS PROVIDED BY ION EXCHANGE, 1878 OLD MISSION DRIVE, HARPERS FERRY, IA 52146-7533, Phone: (563) 535-7231, Website: www.ionxchange.com, OR APPROVED EQUAL.

8. SEED AREA, AS SHOWN ON PLANS, WITH NO-MOW/LOW-GRO FESCUE SEED MIX AS PROVIDED BY ION EXCHANGE, 1878 OLD MISSION DRIVE, HARPERS FERRY, IA 52146-7533, Phone: (563) 535-7231, Website: www.ionxchange.com,OR APPROVED EQUAL.

AREAS TO BE SODDED

DETENTION BASIN SEED MIX

NO-MOW TALL FESCUE SEED MIX

MARK	DATE	BY
8	2/26/2020	LMW
7	2/25/2020	RMM
6	2/19/2020	JAL
5	1/30/2020	LMW
	REVISED PER GRADING UDATES	
Engineer:	LBM Checked By:	JAL
Technician:	RMM Date:	09/27/19

ADDENDUM 1
REVISED AS PER CITY
REVISED FIRE HYDRANTS
REVISED LANDSCAPING

Scale: 1"= 60'
Field Bk: Pg:

Project No: 1190191

Sheet 7 of 7

VINTAGE COOPERATIVE OF BETTENDORF

PLANTING PLAN

BETTENDORF, IA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1190191

Sheet 7 of 7

V:\2019\1190191\CAD\LSP_1190191_07_NEW.dwg
3/30/2020 2:39:52 PM
RMORTENSON
S:\2019\1190191\CAD\LSP_1190191_07_NEW.dwg



2 FRONT - SOUTH ELEVATION



3 FRONT - WEST ELEVATION



1 FRONT - MAIN ENTRY ELEVATION



KEY PLAN



2" STONE VENEER - PRIMARY - GRAY LEDGESTONE BY CENTURION



2" STONE VENEER - SECONDARY - TULSA RUBBLE BY CENTURION



VINYL SHAKES 7" EXPOSURE - RED CEDAR 834' BY FOUNDRY OR APPROVED EQUAL



FIBER CEMENT LAP SIDING W/ 5" EXPOSURE - SW 7066 'GRAY MATTERS' OR APPROVED EQUAL



TRIM 1 - BUILDING TRIM UNLESS NOTED OTHERWISE - SW 6252 'ICE CUBE' OR APPROVE EQUAL



BURNISHED BLOCK - 'EXPRESSO 349' BY AMCON OR APPROVED EQUAL



4 END - WEST ELEVATION



5 END - SOUTH ELEVATION



6 REAR - NORTHEAST ELEVATION



7 REAR - EAST ELEVATION



8 REAR - NORTH ELEVATION

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

February 19, 2020

Staff Report

Case No. 19-092
Location: 2528 Middle Road - Site Development Plan
Applicant: Ewing Development
Current Zoning Classification: C-2, Community Commercial District
Current Land Use Designation: Community Commercial

Background Information and Facts
Ewing Development has submitted a revised site development plan for 2528 Middle Road showing the new lot configuration for Lots 1, 2 and 3 for the approximately 15-acre parcel located at 2528 Middle Road (see Aerial Photo - Attachments A). Access is anticipated through the Northwest Bank property, and a second access is anticipated off Happy Joe Drive. The site plan involves the first building that will be built on Lot 1 (see Description Sheet and Site Development Plan - Attachments B and C). The landscape plan meets requirements of the Landscape Ordinance (see Landscape Plan - Attachment D). Elevations show that the 3-story structure will have 62 units (see Elevations - Attachment E). 93 parking spaces are required for this use, and 129 parking spaces will be provided (82 indoor and 47 outdoor).

Land Use
The Community Commercial land use designation supports a C-2, Community Commercial District zoning that allows the proposed senior housing complex.

Utilities
Utilities are available along Middle Road and from Happy Joe Drive. Water and electrical service will originate along Middle Road. Sanitary sewer is available for connection from the north. It is the responsibility of the property owner to connect to all utilities.

Thoroughfare Plan/Access
The site will have two entries: one from Happy Joe Drive and another from Middle Road via an easement through the bank property.

A traffic impact study was prepared by an independent third-party engineering consultant, and the results confirm that no additional traffic control devices will be required for either the first phase of the project or the anticipated full buildout. The study analyzed the intersections of

Spruce Hills Drive and Middle Road, Middle Road and Happy Joe Drive, and the Northwest Bank Tower entrance off Middle Road. All three are anticipated to function at acceptable levels of service at full buildout. The report did suggest that an updated analysis be performed in the future at the Middle Road and Happy Joe Drive intersection to confirm that a traffic signal is still not required.

Storm Water Detention

Storm water detention is required and must be approved by the City Engineer prior to issuance of the building permit.

Recommended Action

Staff recommends approval of the site development plan subject to the conditions listed below:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. All fire hydrant placements and turning radii must be approved by the Fire Department prior to issuance of a building permit.

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 Ewing Bettendorf First Addition, submitted by Ewing Development. (Case 19-091)

Planning and Zoning Commission's decision on a site development plan for 2528 Middle Road, submitted by Ewing 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 and site development plan requests.

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

Sincerely,

John Soenksen
Director, Community Development

Final Plat/Site Development Plan

7. Case 19-091; Ewing Bettendorf First Addition (amended final plat), submitted by Ewing Development.

8. Case 19-092; 2528 Middle Road (amended site development plan), submitted by Ewing Development.

Beck reviewed the staff report for the final plat. He added that the engineer must clarify that the location of the access easement for Lot 3 is placed behind the required 20-foot front yard setback line.

Morlok explained that Shive-Hattery completed a traffic study for the applicant which showed that there are no warrants which would necessitate a traffic signal at Middle Road and Happy Joe Drive. He indicated that most accidents at that intersection are caused by speeding eastbound motorists, adding that a left-turn lane at Happy Joe Drive may be beneficial in the future. Morlok stated that Shive-Hattery's review took into consideration the traffic pattern for the first phase alone and also a full buildout with the both buildings and assuming a commercial business located on Lot 3. He explained that after the initial buildout, it may be useful to reevaluate the intersection and Middle Road and Happy Joe Drive to determine whether there are any warrants.

Soenksen explained that the applicant added the flag lots so that the buildings would have a Middle Road address and so that signage could be placed along Middle Road.

Kappeler asked for clarification of the location of the proposed signage. Soenksen stated that it would be located on the flag lot closest to the bank building.

Wennlund asked if the address would have been from Happy Joe Drive if the original configuration of the plat were used. Soenksen confirmed this, adding that the previous plat did not have any Middle Road frontage for Lots 1 and 2.

Beck reviewed the staff report for the site development plan.

Wennlund asked if there would be full two-way access within the development. Beck confirmed this. A brief discussion was held regarding proposed access to the development. Soenksen commented that there would be no direct access to Middle Road from Lot 3. Morlok explained that the access easement runs the length of Lot 3 because the developer is unsure of what will eventually be located there. He added that the driveway location for Lot 3 will be indicated on a future site plan. Morlok explained that the access easement on Lot 2 will stop short of the right-of-way on Middle Road to prevent direct access to Middle Road.

Kappeler asked if the new driveway would have the same footprint as the existing one. Morlok explained that the driveway to serve the entire site will be put in during the first phase of construction, adding that there will be no additional curb cuts on Middle Road.

Kappeler asked if construction vehicles would be using the Happy Joe Drive entrance. Morlok stated that he believes that is the case.

Ormsby asked how many residents would be living in the development. Morlok explained that there would 110 units at full buildout and an average of 3-5 trips per day. He added that there would be approximately 1000 trips per day and that all of them would not necessarily involve the Middle Road entrance/exit.

Gannaway asked if staff considers emergency vehicle access when evaluating a site plan. Morlok confirmed this, adding that the second entrance is required because of fire code requirements.

Sue Johnson, 2360 Wrenwood Court, asked when the traffic study was completed and if it took current traffic into account or just the traffic that would be generated at full buildout. Morlok explained that a 24-hour count was conducted at several locations and that projections were made based on standardized traffic generation patterns. He indicated that the traffic study was completed in November 2019.

Johnson stated that she does not believe that it would be appropriate to have a traffic signal at Happy Joe Drive and Middle Road, adding that she would prefer that a turn-lane be installed there. She asked if delivery vehicles, cleaning staff, etc. had been taken into consideration for the traffic study. Morlok confirmed this, adding that there would be little to no staff on site.

> On motion by Kappeler, seconded by Ormsby, that the amended final plat of Ewing Bettendorf First Addition be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

> On motion by Kappeler, seconded by Ormsby, that the amended site development plan for 2528 Middle Road be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: April 7, 2020
REQUESTED BY: Brent Morlok, P.E.

ITEM TITLE: Resolution establishing Code Enforcement fees for weed control and mowing for 2020.

Explanation (Background and how it responds to Vision, Mission, or Goals)

Annually bids are taken from area lawn care companies. Bid forms were mailed to 76 local area contractors; 2 responsive bids were received by the due date. A points system is used to determine the main contractor for the city's weed control and mowing needs. For 2020, the main contractor will be TLC Lawn Care LLC of Bettendorf, IA (see bid tabulation, Attachment A). This contractor will bring properties found to be in violation of city ordinances into compliance and is overseen by the Code Enforcement Division. Other firms may be used if circumstances dictate.

The minimum hourly rate to be billed to a property owner will be $20.50 for an operator with hand tools and $24.50 for an operator with a mower. In addition, an administrative fee of $75.00 is assessed to the property owner in an effort to recover more of the staff costs incurred for billing and lien assessment.

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

Costs are budgeted.

List Attachments:

Resolution; (A) Bid tabulation.

RESOLUTION NO. _____ - 20

RESOLUTION ESTABLISHING CODE ENFORCEMENT FEES FOR WEED CONTROL AND MOWING FOR 2020

BE IT RESOLVED THAT the minimum hourly rate to be billed to a property owner as a result of the City's ordering property to be mowed shall be $20.50 for an operator with hand tools and $24.50 for an operator with a mower. A separate $75.00 administrative fee shall be added to the bill on each occurrence to cover the costs of City staff time and enforcement action.

BE IT FURTHER RESOLVED THAT TLC Lawn Care LLC of Bettendorf, IA, shall be the main contractor used by the City for weed control and mowing; however, the Code Enforcement Division shall be authorized to use other firms if circumstances dictate.

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

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

GRASS & WEED CUTTING BID POINTS
2020

CONTRACTOR	Operator w/ Mower per hour	Operator w/ Hand Tools per hour	Response Time (hours)	Points			Final Rating
TLC Lawncare	**$24.50**	**$20.50**	**1**	**1**	**1**	**1**	**1**
Kelly's Total Lawn Care	**$45.00**	**$45.00**	**1**	**2**	**2**	**1**	**1.66**

76 bid forms were mailed out March 5, 2020
and 2 bids were received by the deadline

Angela Rangel
Code Enforcement Official

NOTES:
Under the points columns: the first column is for a mower, the second is for hand tools and the third is for response time (which is the most important). Number 1 is the lowest, number 2 is the second lowest and so on. Take the three point columns for each vendor, add the three amounts together and divide by three for the final rating.

COUNCIL LETTER

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

VISION:

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

ITEM TITLE:

RESOLUTION APPROVING A LIQUOR LICENSE RENEWAL FOR ISLE OF CAPRI ISLE CENTER; THE ISLE MARINA BAR; CRUST; FOUNDRY; AND PALMER HILLS MUNICIPAL GOLF COURSE; AND A NEW LIQUOR LICENSE FOR CLARION POINTE.

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 ISLE OF CAPRI ISLE CENTER; THE ISLE MARINA BAR; CRUST; FOUNDRY; AND PALMER HILLS MUNICIPAL GOLF COURSE; AND A NEW LIQUOR LICENSE FOR CLARION POINTE

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

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

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

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

Applicant **License Application (LC0032592)**

Name of Applicant: Isle of Capri Bettendorf, LC

Name of Business (DBA): Isle of Capri Isle Center

Address of Premises: 1800 Isle Parkway

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 441-7000

Mailing 1777 Isle Parkway

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Nancy Ballenger

Phone: (563) 441-7101 **Email** clay.decock@islebettendorf.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/01/2020

Expiration Date: 04/30/2021

Privileges:

Catering Privilege

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

Nancy Ballenger

First Name: Nancy **Last Name:** Ballenger

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: Vice President & General Manager

% of Ownership: 0.00% **U.S. Citizen: Yes**

Virginia McDowell

First Name: Virginia **Last Name:** McDowell

City: Chesterfield **State:** Missouri **Zip:** 63017

Position: President and COO

% of Ownership: 0.00% **U.S. Citizen: Yes**

Eldorado Resorts Inc.

First Name:	Eldorado	**Last Name:**	Resorts Inc.		
City:	Reno	**State:**	Nevada	**Zip:**	89501
Position:	Owner				
% of Ownership:	100.00%	**U.S. Citizen: Yes**			

Insurance Company Information

Insurance Company:	Federal Insurance Co. (Chubb)
Policy Effective Date:	**Policy Expiration**
Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

Applicant **License Application (**)

Name of Applicant: Isle of Capri Bettendorf, L.C.

Name of Business (DBA): The Isle Marina Bar

Address of Premises: 1825 Isle Parkway

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 441-7000

Mailing 1800 Isle Parkway

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Nancy Ballenger

Phone: (563) 441-7101 **Email** clay.decock@islebettendorf.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 6 months

Effective Date: 05/01/2020

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Eldorado Resorts, Inc

First Name: Eldorado **Last Name:** Resorts, Inc

City: Reno **State:** Nevada **Zip:** 89501

Position: Owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Nancy Ballenger

First Name: Nancy **Last Name:** Ballenger

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: VP/GM

% of Ownership: 0.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Federal Insurance Co. (Chubb)

Insurance Company: Federal Insurance Co. (Chubb)	
Policy Effective Date:	**Policy Expiration**
Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

Applicant **License Application (LC0039168)**

Name of Applicant: East 53rd Pizzeria and Pub, LLC

Name of Business (DBA): Crust

Address of Premises: 2561 East 53rd Avenue

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 650-6572

Mailing 4 summer place

City bettendorf **State** IA **Zip:** 52722

Contact Person

Name mark roemer

Phone: (563) 650-6572 **Email** mrkroemer@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 05/01/2020

Expiration Date: 04/30/2021

Privileges:

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

mark roemer

First Name: mark **Last Name:** roemer

City: bettendorf **State:** Iowa **Zip:** 52722

Position: owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Allied Insurance

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective Date **Temp Transfer Expiration Date:**

Applicant **License Application (LC0045308)**

Name of Applicant: MJD Holdings LLC

Name of Business (DBA): Foundry

Address of Premises: 5055 Competition Dr

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 214-5778

Mailing 1424 N Harrison St

City Davenport **State** IA **Zip:** 52803

Contact Person

Name Lara Farr

Phone: (309) 337-4267 **Email** laraf.platinum@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/22/2020

Expiration Date: 04/21/2021

Privileges:

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

Michael Dewitte

First Name: Michael **Last Name:** Dewitte

City: Long Grove **State:** Iowa **Zip:** 52756

Position: Owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Markel Insurance Company

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective Date **Temp Transfer Expiration Date:**

Applicant **License Application (LC0036791)**

Name of Applicant: City of Bettendorf

Name of Business (DBA): Palmer Hills Municipal Golf Course

Address of Premises: 2999 Middle Road

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 332-8296

Mailing 2999 Middle Road

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Jason Schadt

Phone: (563) 344-4116 **Email** jschadt@bettendorf.org

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/19/2020

Expiration Date: 04/18/2021

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Municipality

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Decker Ploehn

First Name: Decker **Last Name:** Ploehn

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: City Administrator

% of Ownership: 0.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Iowa Communities Assurance Pool

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Applicant **License Application (LC0033160)**

Name of Applicant: Purgatory's Pub, Inc.

Name of Business (DBA): Purgatory's Pub, Inc.

Address of Premises: 2104 State Street

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 355-2985

Mailing 2104 State Street

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Trish Norris

Phone: (563) 355-2985 **Email** queenfortune@hotmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/29/2019

Expiration Date: 04/28/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Patricia Norris

First Name: Patricia **Last Name:** Norris

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: Owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Society Insurance

Policy Effective Date: 04/29/2019 **Policy Expiration** 04/29/2020

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective Date **Temp Transfer Expiration Date:**

Applicant **License Application (**)

Name of Applicant: Parkview Motel LLC

Name of Business (DBA): Clarion Pointe

Address of Premises: 815 Golden Valley Drive

City Bettendorf **County:** Scott **Zip:** 52722

Business (563) 355-6336

Mailing 815 Golden Valley Drive

City Bettendorf **State** IA **Zip:** 52722

Contact Person

Name Pankaj Patel

Phone: (319) 290-1826 **Email** jaspatel01@yahoo.com

Classification Class B Liquor License (LB) (Hotel/Motel)

Term: 12 months

Effective Date: 04/17/2020

Expiration Date: 01/01/1900

Privileges:

Catering Privilege

Class B Liquor License (LB) (Hotel/Motel)

Class B Native Wine Permit

Class B Wine Permit

Living Quarters

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX **Federal Employer ID** XXXXXXXXX

Ownership

Pankaj Patel

First Name: Pankaj **Last Name:** Patel

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: President

% of Ownership: 50.00% **U.S. Citizen: Yes**

Mona Patel

First Name: Mona **Last Name:** Patel

City: Bettendorf **State:** Iowa **Zip:** 52722

Position: President

% of Ownership: 50.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Society Insurance	
Policy Effective Date:	**Policy Expiration**
Bond Effective	**Dram Cancel Date:**
Outdoor Service Effective	**Outdoor Service Expiration**
Temp Transfer Effective	**Temp Transfer Expiration Date:**

Date: 4/2/2020

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

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0000-141.06-00		106841	QUADIENT FINANCE USA, INC	3/18/2020	790004408004432	2,000.00	REFILL POSTAGE METER
001-0000-221.10-00		2000499	TREASURER, STATE OF IOWA	3/16/2020	032020B	189.39	FEBRUARY SALES TAX RECREATION
001-0000-333.01-00		106945	MISCELLANEOUS	4/8/2020	1910-0126-RER	220.00	REFUND DUPLICATE ROOFING PERMIT FEE
001-0000-335.01-00		106839	MISCELLANEOUS	3/18/2020	03172020MATTHEW	135.00	REFUND FOR SOLICITATION LICENSES
001-0000-394.06-00		106838	JON WADDELL GOLF SHOP LLC	3/18/2020	200314	168.12	ADIDAS POLOS FOR RE-SALE
			Total for Fund 001 GENERAL FUND			**2,712.51**	
			Department N/A				
520-0000-113.00-00		106876	MISCELLANEOUS	4/8/2020	4523BUNKERHILL	1,266.67	4523 BUNKER HILL DR
520-0000-221.10-00		2000506	TREASURER, STATE OF IOWA	3/20/2020	77002689	3,122.64	FEBURARY- MONTHLY
			Total for Fund 520 SEWER UTILITY			**4,389.31**	
			Department N/A				
550-0000-221.10-00		2000506	TREASURER, STATE OF IOWA	3/20/2020	77002689B	10.01	FEBURARY- MONTHLY
			Total for Fund 550 SOLID WASTE/RECYCLING ENT			**10.01**	
			Department N/A				
560-0000-221.10-00		2000499	TREASURER, STATE OF IOWA	3/16/2020	032020A	234.41	FEBRUARY SALES TAX PHGC
			Total for Fund 560 PALMER HILLS GOLF COURSE			**234.41**	
			Department N/A				
570-0000-221.10-00		2000499	TREASURER, STATE OF IOWA	3/16/2020	032020	2,031.61	FEBRUARY SALES TAX LFC
			Total for Fund 570 LIFE FITNESS CTR FUND			**2,031.61**	
			Department N/A				
580-0000-221.10-00		2000506	TREASURER, STATE OF IOWA	3/20/2020	77002689A	2,195.02	FEBURARY- MONTHLY
			Total for Fund 580 STORM WATER UTILITY			**2,195.02**	
			Department N/A				
722-0000-233.00-00		2000477	WAGEWORKS	3/4/2020	INV1968884	1,934.21	FLEX CLAIMS
722-0000-233.00-00		2000498	WAGEWORKS	3/11/2020	INV1990624	1,901.55	FLEX CLAIMS

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

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
722-0000-233.00-00		2000501	WAGEWORKS	3/11/2020	INV1978027	1,535.25	FLEX CLAIMS
722-0000-233.00-00		2000509	WAGEWORKS	3/24/2020	INV2005020	1,070.42	FLEX CLAIMS
			Total for Fund 722 125/PLAN			**6,441.43**	
			Department N/A				
810-0000-205.02-00		2000491	MUNICIPAL FIRE & POLICE	3/13/2020	03/13 PAY DATEA	34,869.00	CITY SHARE POLICE PENSION
810-0000-205.04-00		2000491	MUNICIPAL FIRE & POLICE	3/13/2020	03/13 PAY DATEC	19,902.43	CITY SHARE FIRE PENSION
810-0000-205.05-00		2000492	INTERNAL REVENUE SERVICE	3/13/2020	270047613507428	74,759.95	FEDERAL W/H TAX
810-0000-205.06-00		2000495	TREASURER,STATE OF IOWA	3/13/2020	73004959	30,015.98	03/13 PAY DATE IA W/H TAX
810-0000-205.07-00		2000488	ILLINOIS DEPARTMENT OF REVENUE	3/6/2020	0-032-636-768	1,718.51	ILLINOIS STATE W/H TAX
810-0000-205.08-00		2000492	INTERNAL REVENUE SERVICE	3/13/2020	27004761350742A	64,015.20	FICA W/H TAX
810-0000-205.09-00		2000492	INTERNAL REVENUE SERVICE	3/13/2020	27004761350742B	21,770.22	MEDICARE W/H TAX
810-0000-205.10-00		2000493	IPERS COLLECTIONS	3/13/2020	120852626	31,968.54	EMPLOYEE SHARE IPERS
810-0000-205.10-00		2000493	IPERS COLLECTIONS	3/13/2020	120852626A	47,978.04	EMPLOYEE SHARE IPERS
810-0000-205.11-00		2000491	MUNICIPAL FIRE & POLICE	3/13/2020	03/13 PAY DATE	13,427.65	EMPLOYEE SHARE POLICE CONTRIBUTIONS
810-0000-205.12-00		2000491	MUNICIPAL FIRE & POLICE	3/13/2020	03/13 PAY DATEB	7,664.21	EMP SHARE FIRE PENSION
810-0000-205.15-00		106854	AMERICAN FUNDS SERVICE COMPAN	3/27/2020	20200327	50.00	PAYROLL SUMMARY
810-0000-205.15-00		106863	LEGALSHIELD	3/27/2020	20200327	126.61	PAYROLL SUMMARY
810-0000-205.15-00		106869	WASHINGTON NATIONAL LIFE INSUR/	3/27/2020	20200327	35.05	PAYROLL SUMMARY
810-0000-205.15-00		2000486	AFLAC	3/13/2020	PR DATE 03/13	174.46	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2000494	AMERICAN FUNDS ROTH IRA WIRE	3/13/2020	03/13 PAY DATE	100.00	AFTER TAX ROTH IRA CONTRIBUTIONS
810-0000-205.15-00		2000496	ICMA RETIREMENT TRUST - 457	3/13/2020	300222	2,485.96	AFTER TAX ROTH IRA
810-0000-205.17-00		106853	AFSCME/IOWA COUNCIL 61	3/27/2020	20200327	920.00	PAYROLL SUMMARY
810-0000-205.17-00		2000484	BETT.PROF.FIREFIGHTERS ASSOC.	3/13/2020	PR DATE 03/13	529.25	UNION DUES
810-0000-205.17-00		2000485	BETT.PEACE OFFICERS ASSOC.	3/13/2020	PR DATE 03/13	360.00	UNION DUES
810-0000-205.19-00		2000490	COLLECTION SERVICES CENTER	3/13/2020	1811045	2,478.49	CHILD/ SPOUSE SUPPORT
810-0000-205.20-00		106862	COMMUNITY HEALTH CHARITIES IOW	3/27/2020	20200327	26.00	PAYROLL SUMMARY
810-0000-205.20-00		106868	UNITED WAY	3/27/2020	20200327	575.38	PAYROLL SUMMARY
810-0000-205.21-00		106858	CITY OF BETTENDORF	3/27/2020	20200327	13,087.50	PAYROLL SUMMARY
810-0000-205.22-00		106858	CITY OF BETTENDORF	3/27/2020	20200327A	120.00	PAYROLL SUMMARY
810-0000-205.23-00		106855	ANCHOR NATIONAL LIFE INSURANCE	3/27/2020	20200327	572.17	PAYROLL SUMMARY
810-0000-205.23-00		106859	CITY OF BETTENDORF/125 PLAN	3/27/2020	20200327	4,442.61	PAYROLL SUMMARY
810-0000-205.23-00		106860	CITY OF BETTENDORF/125 PLAN	3/27/2020	20200327	2,009.14	PAYROLL SUMMARY
810-0000-205.23-00		106861	CITY OF BETTENDORF/125 PLAN	3/27/2020	20200327	1,377.97	PAYROLL SUMMARY
810-0000-205.23-00		106864	LINCOLN LIFE	3/27/2020	20200327	1,379.94	PAYROLL SUMMARY

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810-0000-205.23-00		106865	OHIO NATIONAL LIFE INSURANCE CO	3/27/2020	20200327	662.45	PAYROLL SUMMARY
810-0000-205.23-00		106866	PACIFIC LIFE INSURANCE COMPANY	3/27/2020	20200327	473.71	PAYROLL SUMMARY
810-0000-205.23-00		2000487	GREAT AMERICAN PLAN ADMINISTRA	3/13/2020	PR DATE 03/13	576.30	03/13 CONTRIBUTIONS
810-0000-205.23-00		2000489	NATIONWIDE RETIREMENT SOLUTIOI	3/6/2020	03/13 PAY DATE	516.47	457 CONTRIBUTIONS
810-0000-205.23-00		2000496	ICMA RETIREMENT TRUST - 457	3/13/2020	300217	47,587.48	457 CONTRIBUTIONS
810-0000-205.28-00		106865	OHIO NATIONAL LIFE INSURANCE CO	3/27/2020	20200327A	85.12	PAYROLL SUMMARY
810-0000-205.28-00		106866	PACIFIC LIFE INSURANCE COMPANY	3/27/2020	20200327A	161.62	PAYROLL SUMMARY
810-0000-205.28-00		2000496	ICMA RETIREMENT TRUST - 457	3/13/2020	300217A	4,708.88	457 LOAN PAYMENTS
810-0000-205.99-00		106856	BETTENDORF POLICE BENEVOLENT	3/27/2020	20200327	96.00	PAYROLL SUMMARY
810-0000-205.99-00		106857	CITY OF BETTENDORF	3/27/2020	20200327	539.18	PAYROLL SUMMARY
810-0000-205.99-00		106867	SCOTT COUNTY SHERIFF'S OFFICE	3/27/2020	20200327	214.20	PAYROLL SUMMARY
810-0000-205.99-00		2000483	IOWA C.O.P.S.	3/13/2020	PR DATE 03/13	53.00	03/13 CONTRIBUTIONS
			Total for Fund	**810**	**LIABILITY CLEARING ACCT.**	**434,614.67**	
			Department	**N/A**			
			Total for Department			**452,628.97**	
001-0101-460.13-04		106850	SECHSER, JEROME	3/25/2020	03252020	348.40	COST OF AIRFARE REMIBURSE MENT FOR NLC CONFEF
001-0101-460.13-04		106880	BI-STATE REGIONAL COMMISSION	4/8/2020	0010683	65.87	INTERGOV 2/5/20; CEO/CAO 2/21/20; MAC MTG 2/7/20
001-0101-460.22-13		106880	BI-STATE REGIONAL COMMISSION	4/8/2020	0010678	17,400.00	ROOSEVELT GROUP CONTRACT LEGIS SERV 2/1/20-1/3
001-0101-460.22-13		106880	BI-STATE REGIONAL COMMISSION	4/8/2020	040120	4,715.75	REQUISITION PAYMENT 04/01/2020 - 06/30/2020
001-0101-460.22-13		106881	BMI	4/8/2020	9596358	327.60	LICENSING FEE 3/1/20-2/28 /21 BROADCAST MUSIC INC.
001-0101-460.22-13		106912	GRABER, EDMUND C.	4/8/2020	032620	1,832.00	CONSULTING SERVICES FOR MARCH 1 - 31, 2020
001-0101-460.23-08		106906	FEDEX	4/8/2020	6-954-32289A	88.16	OVERNIGHT DOCS TO DC FOR NLC CONF MARCH 7-11,2
001-0101-460.23-40		106911	GLASS BLAST	4/8/2020	108486	108.00	RETIREMENT/APPRECIATION PLAQUE FOR J. SOENKSE
001-0101-460.23-49		106871	AIA CORPORATION	4/8/2020	DRA2610019	661.30	BETT 101 GRADUATION DINNE R GIFTS PEN/PENCIL
			Total for Fund	**001**	**GENERAL FUND**	**25,547.08**	
			Department	**Mayor & Council**			
684-0105-494.22-68		106926	IOWA COMMUNITIES ASSURANCE PC	4/8/2020	ICP053360A1	5,016.25	RANDALL SCHMITZ CLAIM
684-0105-494.22-68		106926	IOWA COMMUNITIES ASSURANCE PC	4/8/2020	ICP053533A1	7,908.24	MCGINNIS CHAMBERS FUNERAL HOME CLAIM
684-0105-494.22-92		106923	IMWCA	4/8/2020	INV75965	326.54	LARGE DED PMT FY1819 2/1/2020 - 2/29/2020

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			Total for Fund 684 RISK MANAGEMENT			**13,251.03**	
			Department Mayor & Council				
686-0106-494.22-81		2000480	WELLMARK BLUE CROSS & BLUE SH	3/3/2020	013120E	35,581.69	HEALTH CLAIMS 02/15-2/21/ 2020
686-0106-494.22-81		2000502	WELLMARK BLUE CROSS & BLUE SH	3/13/2020	031020	40,654.63	HEALTH CLAIMS 3/1-3/6/20
686-0106-494.22-81		2000504	WELLMARK BLUE CROSS & BLUE SH	3/20/2020	032020	40,060.16	HEALTH CLAIMS 3/7-3/13/20
686-0106-494.22-82		2000480	WELLMARK BLUE CROSS & BLUE SH	3/3/2020	013120A	56.43	STOP LOSS REIMBURSEMENTS
686-0106-494.22-83		106904	EMPLOYEE BENEFIT SYSTEM	4/8/2020	000024432	728.16	VISION CLAIMS
686-0106-494.22-83		2000480	WELLMARK BLUE CROSS & BLUE SH	3/3/2020	013120B	10,783.56	ADMIN FEES DEC
686-0106-494.22-83		2000482	MEDTRAK SERVICES	3/6/2020	366183B	735.50	ADMIN FEES
686-0106-494.22-84		2000480	WELLMARK BLUE CROSS & BLUE SH	3/3/2020	013120C	1,173.84	AGGREGATE DEC
686-0106-494.22-85		2000480	WELLMARK BLUE CROSS & BLUE SH	3/3/2020	013120D	36,511.68	SPECIFIC DEC
686-0106-494.22-94		2000500	DELTA DENTAL	3/9/2020	352050000202030	3,360.14	DENTAL CLAIMS 02/25-3/2/2 0
686-0106-494.22-94		2000503	DELTA DENTAL	3/16/2020	352050000202031	3,192.02	DENTAL CLAIMS 3/3-3/9/20
686-0106-494.22-94		2000505	DELTA DENTAL	3/23/2020	352050000202032	4,566.64	DENTAL CLAIMS 03/10-3/16/ 2020
686-0106-494.22-96		2000481	EMPLOYEE BENEFIT SYSTEM	3/3/2020	3042020	606.76	VISION CLAIMS CHECKS 1845 - 1849
686-0106-494.22-96		2000497	EMPLOYEE BENEFIT SYSTEM	3/11/2020	3112020	813.00	VISION CLAIMS- CKS 1850-1852
686-0106-494.22-96		2000507	EMPLOYEE BENEFIT SYSTEM	3/20/2020	3182020	2,499.20	VISION CLAIMS CHECKS 1853-1857
686-0106-494.22-98		2000482	MEDTRAK SERVICES	3/6/2020	366183A	29,785.78	PHARMACY CLAIMS 02/15/20 2/29/20
			Total for Fund 686 EMPLOYEE INSURANCE			**211,109.19**	
			Department Mayor & Council				
			Total for Department			**249,907.30**	
001-0201-461.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220F	13.49	BANKCARD FEES 1% SW1,SW2, SW3
001-0201-461.22-90		106870	AHLERS & COONEY, P.C.	4/8/2020	780366	585.00	PROFESSIONAL SERVICES EMA IL AND PHONE CORRES
001-0202-461.22-90		106956	ROCHESTER ARMORED CAR CO., IN(	4/8/2020	672552	649.80	COURIER SERVICE
001-0202-461.23-06		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441144	17.65	CITY HALL WATER
001-0202-461.23-07		106889	CINTAS FIRST AID & SAFETY #D89	4/8/2020	8404560348A	35.35	FIRST AID SUPPLIES
001-0202-461.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0440888	17.65	CITY HALL WATER
001-0202-461.23-07		106942	OFFICE EXPRESS OFFICE PRODUCT	4/8/2020	95404-0	151.80	6" RING BINDERS
001-0230-461.23-44		106844	SHIPLEY, CORRY	3/18/2020	031820SHIPLEY	1,637.09	EMPLOYEE COMPUTER REIMBURSEMENT

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			Total for Fund 001 GENERAL FUND			**3,107.83**	
			Department Finance				
402-0243-480.70-74		106966	SURDEX CORPORATION	4/8/2020	4804	10,300.00	AERIAL PHOTOGRAPHY MAPPIN g
402-0243-480.70-74		106981	WATCHGUARD	4/8/2020	RREINV0010682	46,960.00	IN-CAR VIDEO RECORDING SYSTEMS
402-0243-480.70-74		106981	WATCHGUARD	4/8/2020	RREINV0010683	16,010.00	INTERVIEW ROOMS RECORDING SYSTEMS
			Total for Fund 402 ELEC.EQUIP.REPLACEMENT FD			**73,270.00**	
			Department Finance				
520-0204-490.22-04		106874	AMERICAN WATER- SEWER USAGE D	4/8/2020	4000188233	1,156.32	WATER RECORDS FEBRUARY 2020 USAGE
520-0204-490.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220G	1,976.72	BANKCARD FEES UT, SW1, SW 2, SW3
520-0204-490.22-44		2000479	AUTHORIZE.NET	3/2/2020	220A	227.45	ONLINE PAYMENT GATEWAY
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	219101	44.56	LETTER MAILING
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222397	27.27	04 BILLS 021720
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222517	245.28	LATE NOTICES
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222651	23.06	LATE NOTICES
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222652	14.50	FINAL BILLS
520-0204-490.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222763	45.35	LETTERS/COLLECTIONS
			Total for Fund 520 SEWER UTILITY			**3,760.51**	
			Department Finance				
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	219101B	44.56	LETTER MAILING
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222397B	27.28	04 BILLS 021720
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222517B	245.29	LATE NOTICES
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222651B	23.05	LATE NOTICES
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222652B	14.51	FINAL BILLS
580-0219-493.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222763B	45.35	LETTERS/COLLECTIONS
			Total for Fund 580 STORM WATER UTILITY			**400.04**	
			Department Finance				
			Total for Department			**80,538.38**	
001-0310-410.23-07		106889	CINTAS FIRST AID & SAFETY #D89	4/8/2020	8404560348B	35.35	FIRST AID SUPPLIES

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001-0311-410.12-09		106908	GALLS, LLC.	4/8/2020	015210885	148.75	DUTY BOOTS
001-0311-410.12-09		106952	RAY O'HERRON CO.INC.	4/8/2020	2014287-IN	63.00	UNIFORM PANTS
001-0311-410.12-09		106952	RAY O'HERRON CO.INC.	4/8/2020	2017037-IN	890.40	FLEX BADGES
001-0311-410.12-09		106965	STREICHER'S INC	4/8/2020	I1418756	100.00	BOOTS
001-0311-410.12-09		106965	STREICHER'S INC	4/8/2020	I1419815	55.00	GLOVES/BRODERS
001-0311-410.12-09		106976	UNIFORM DEN, INC.	4/8/2020	102990	2,392.00	BADGES
001-0311-410.22-05		106950	QUAD CITY TIMES	4/8/2020	63855	10.20	PUBLIC NOTICE/PROPERTY
001-0311-410.22-05		106950	QUAD CITY TIMES	4/8/2020	63856	10.20	PUBLIC NOTICE/PROPERTY
001-0311-410.22-05		106950	QUAD CITY TIMES	4/8/2020	63857	10.20	PUBLIC NOTICE/PROPERTY
001-0311-410.22-05		106950	QUAD CITY TIMES	4/8/2020	63858	18.00	PUBLIC NOTICE/PROPERTY
001-0311-410.22-05		106950	QUAD CITY TIMES	4/8/2020	65976	30.16	PUB NOTICE/ABANDONED VEHS
001-0311-410.23-10		106962	SERVICE MASTER	4/8/2020	11612	312.50	BIO-HAZARD CLEAN UP SQUAD 201
001-0315-410.22-99		106951	RACOM	4/8/2020	RI-200257	33.10	BEON ACCESS/SCOTT,HOPKINS
001-0315-410.22-99		106961	SCOTT COUNTY SHERIFF'S OFFICE	4/8/2020	2020-108	1,800.00	BOOKING FEES (FEB)
001-0315-410.23-06		106894	DES MOINES STAMP MFG COMPANY	4/8/2020	1161605	32.40	NOTARY STAMP/CROUCH
001-0315-410.23-06		106942	OFFICE EXPRESS OFFICE PRODUCT	4/8/2020	96267-0	105.86	OFFICE SUPPLIES
001-0315-410.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0440586	51.90	WATER
001-0315-410.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0440889	45.05	WATER
001-0315-410.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441146	58.75	WATER
001-0315-410.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441379	58.75	WATER
001-0315-410.23-08		106919	HY-VEE, INC. PD	4/8/2020	LA19AZ	48.25	POSTAGE
001-0316-410.23-04		106960	SANTA CRUZ GUNLOCKS LLC	4/8/2020	45106	1,112.76	RIFLE RACKS SQDS 202,204,210,211
001-0316-410.23-07		106931	KUSTOM SIGNALS, INC.	4/8/2020	572837	378.00	LIDAR REPAIR, CALIBRATION
			Total for Fund 001 GENERAL FUND			**7,800.58**	
			Department Police				
			Total for Department			**7,800.58**	
001-0401-414.13-01		106920	IFSAP	4/8/2020	031920	55.00	IFSAP MEMBERSHIP/VALE
001-0411-414.12-09		106959	SANDRY FIRE SUPPLY	4/8/2020	INV- 009750	11,186.50	FIRE GEAR 5- SETS
001-0411-414.12-09		106984	WITMER PUBLIC SAFETY GROUP, INC	4/8/2020	E1933337.001	449.24	FIRE BOOTS
001-0411-414.13-03		106978	UNIVERSITY OF ILLINOIS PAYMENT C	4/8/2020	UFIW0266	75.00	TECH RESCUE AWARENESS ONLINE/SMITH
001-0411-414.21-04		106943	OLDEROG TIRE & PERFORMANCE	4/8/2020	4856	248.24	TIRE REPAIR/E1
001-0411-414.21-04		106951	RACOM	4/8/2020	FB153762	65.00	REPROGRAM HOT KEYS E1, E2, TRUCK2
001-0411-414.21-06		106884	BREATHING AIR SYSTEMS	4/8/2020	1131277-IN	814.39	MAINTENANCE/ST4 BREATHING AIR SYSTEM

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001-0411-414.21-06		106884	BREATHING AIR SYSTEMS	4/8/2020	1131281-IN	996.42	MAINTENANCE/ST2 BREATHING AIR SYSTEM
001-0411-414.21-06		106905	EQUIPMENT MANAGEMENT COMPAN	4/8/2020	57287	681.94	REPAIR EXTRICATION TOOLS E2
001-0413-414.13-03		106898	EASTERN IOWA COMMUNITY COLLEC	4/8/2020	2616	30.00	BLS RECERT/6 FFS
001-0413-414.23-10		106903	EMERGENCY MEDICAL PRODUCTS, I	4/8/2020	2140859	228.98	MEDICAL SUPPLIES
001-0413-414.23-10		106909	GENESIS HEALTH SYSTEM	4/8/2020	I2 10862	108.64	PHARMACY
001-0413-414.23-10		106957	ROSS MEDICAL SUPPLY	4/8/2020	109920	16.72	DCYLINDER RENTAL
001-0413-414.23-10		106980	WASTE COMMISSION OF SCOTT CO.	4/8/2020	54413	33.00	MEDICAL WASTE DISPOSAL
001-0413-414.23-10	COVID	106882	BOUND TREE MEDICAL, LLC	4/8/2020	83540597	186.09	MEDICAL SUPPLIES
001-0413-414.23-10	COVID	106903	EMERGENCY MEDICAL PRODUCTS, I	4/8/2020	2143312	287.60	MEDICAL SUPPLIES
001-0413-414.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837906	354.00	MASKS AND SHIELDS
001-0413-414.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	838024	165.00	TYVEK SUITS
001-0414-414.23-12		106974	TRUE NORTH LUBRICANTS & RESOU	4/8/2020	0058782-IN	165.60	FLOOR DRY
001-0414-414.23-12	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837180	266.37	TYVEK COVERALLS
001-0414-414.23-12	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837603	230.00	PROSHIELDS
001-0415-414.21-01		106895	DOORS INC.	4/8/2020	288388	275.00	DOOR INSTALL/ST4 DORM1
001-0415-414.21-01		106963	SHERWIN WILLIAMS CO.	4/8/2020	2846-8	178.18	PAINT SUPPLIES/DORM2
001-0415-414.21-01		106963	SHERWIN WILLIAMS CO.	4/8/2020	6570-1	133.42	PAINT SUPPLIES/DORM2
001-0415-414.21-06		106901	ELECTRICAL ENGINEERING & EQUIP.	4/8/2020	6725964-00	250.00	GENERATOR REPAIR/ST2
001-0415-414.21-11		106925	IOWA AMERICAN WATER COMPANY	4/8/2020	061239MAR20	27.20	HYDRANTS/ST2
001-0415-414.21-11		106925	IOWA AMERICAN WATER COMPANY	4/8/2020	062188MAR20	61.70	HYDRANTS/ST4
001-0415-414.21-11		106925	IOWA AMERICAN WATER COMPANY	4/8/2020	144400FEB20	196.18	WATER USAGE/ST4
001-0415-414.21-11		106925	IOWA AMERICAN WATER COMPANY	4/8/2020	334067MAR20	118.79	WATER USAGE/ST2
001-0415-414.22-99		106971	THYMET PEST CONTROL	4/8/2020	111646	58.00	MONTHLY SERVICE/ST2
001-0415-414.22-99		106971	THYMET PEST CONTROL	4/8/2020	111965	58.00	MONTHLY SERVICE/ST4
001-0415-414.23-04		106916	HEIMAN FIRE EQUIPMENT, INC.	4/8/2020	0886850-IN	79.11	RECHARGEABLE BATTERY
001-0415-414.23-07		106877	AUTOZONE, INC.	4/8/2020	1908898061	19.98	ANTIFREEZE/E2
001-0415-414.23-07		106877	AUTOZONE, INC.	4/8/2020	1908913769	18.58	CHAMOIS
001-0415-414.23-07		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-349386	75.00	DIESEL EXHAUST FLUID
001-0415-414.23-07		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354374	68.95	DIESEL EXHAUST FLUID
001-0415-414.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0440585	19.45	WATER
001-0415-414.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0440887	27.20	WATER
001-0415-414.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441145	33.20	WATER
001-0415-414.23-07		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441380	27.20	WATER
001-0415-414.23-07		106915	GREENWOOD CLEANING SYSTEMS I	4/8/2020	471337-000	118.47	STATION SUPPLIES
001-0415-414.23-07		106915	GREENWOOD CLEANING SYSTEMS I	4/8/2020	471784-000	57.70	STATION SUPPLIES
001-0415-414.23-07		106915	GREENWOOD CLEANING SYSTEMS I	4/8/2020	472391-000	46.83	STATION SUPPLIES

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001-0415-414.23-07		106915	GREENWOOD CLEANING SYSTEMS I	4/8/2020	472413-000	151.36	STATION SUPPLIES
001-0415-414.23-07		106940	NAVY BRAND MANUFACTURING CO.	4/8/2020	67856	223.61	STATION SUPPLIES
001-0415-414.23-07		106940	NAVY BRAND MANUFACTURING CO.	4/8/2020	67950	366.36	STATION SUPPLIES
001-0415-414.23-07	COVID	106918	HY-VEE, INC. FD	4/8/2020	5840946585	9.60	STORAGE BAGS (TYVEK SUITS)
			Total for Fund 001 GENERAL FUND			**19,342.80**	
			Department Fire				
			Total for Department			**19,342.80**	
001-0522-413.23-07		106941	NYP CORP	4/8/2020	274176	7,200.00	SANDBAGS THROUGH JOINT PURCHASE OF SCOTT C
001-0522-413.23-07		106953	REPUBLIC COMPANIES	4/8/2020	5870001-00	584.93	8TH STREET LIGHTS
001-0525-464.21-01	2000CC	106879	B&K CLEANING SERVICES	4/8/2020	032120	3,195.00	COM CTR, FLOOR STRIP & REFINISH
001-0525-464.21-01	2000CC	106879	B&K CLEANING SERVICES	4/8/2020	032420	1,800.00	COM CTR, FLOOR WAXING
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	2887-2	231.95	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	3109-0	57.27	COM CTR, PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	3152-0	83.90	COM CTR, PAINT
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	3157-9	139.05	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	3171-0	23.90	COM CTR, PAINT
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	3212-2	185.58	COM CTR, PAINT
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	6858-0	139.05	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	6861-4	81.64	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	7139-4	163.83	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000CC	106963	SHERWIN WILLIAMS CO.	4/8/2020	7227-7	37.71	COM CTR - PAINT SUPPLIES
001-0525-464.21-01	2000LB	106929	JOHNSON CONTROLS	4/8/2020	8802122001	106.06	LIBRARY, TEST GAUGE
001-0525-464.21-01	2000LB	106930	JOHNSON CONTROLS SECURITY SO	4/8/2020	34027055	64.95	LIBRARY, BURGLAR ALARM INSPECTION
001-0525-464.21-01	2000MC	106913	GRAINGER	4/8/2020	9470178253	23.86	MAINT CTR, WALL SWITCHES
001-0525-464.21-01	2000MC	106913	GRAINGER	4/8/2020	9481664580	230.44	MAINT CTR,CONTROL BUTTONS
001-0525-464.21-01	2000MC	106979	WALT LAMBACH FIRE PROTECTION	4/8/2020	48452	3.40	MAINT CTR, FIRE EXT TAG
001-0525-464.21-11	2000OT	106925	IOWA AMERICAN WATER COMPANY	4/8/2020	009013MAR20	14.00	ASCENTRA WATER
001-0525-464.21-11	2000OT	106925	IOWA AMERICAN WATER COMPANY	4/8/2020	009020MAR20	14.00	ASCENTRA WATER
001-0525-464.21-11	2000OT	106925	IOWA AMERICAN WATER COMPANY	4/8/2020	009044MAR20	45.05	ASCENTRA WATER
001-0526-464.22-99	2001CC	106890	CINTAS LOC 23M	4/8/2020	4044669751	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001CC	106890	CINTAS LOC 23M	4/8/2020	4044669944	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	106890	CINTAS LOC 23M	4/8/2020	4045305047	27.60	COM CTR, MATS
001-0526-464.22-99	2001CC	106890	CINTAS LOC 23M	4/8/2020	4045947387	27.60	COM CTR, MATS

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001-0526-464.22-99	2001CH	106890	CINTAS LOC 23M	4/8/2020	4044669934	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	106890	CINTAS LOC 23M	4/8/2020	4045305104	37.10	CITY HALL, MATS
001-0526-464.22-99	2001CH	106890	CINTAS LOC 23M	4/8/2020	4045947391	37.10	CITY HALL, MATS
001-0526-464.22-99	2001LB	106890	CINTAS LOC 23M	4/8/2020	4045086066	353.48	LIBRARY, MATS
001-0526-464.22-99	2001MC	106890	CINTAS LOC 23M	4/8/2020	4045304969	50.53	MAINT CTR, MATS
001-0526-464.22-99	2001MC	106890	CINTAS LOC 23M	4/8/2020	4045947300	50.53	MAINT CTR, MATS
001-0526-464.23-07	2001CH	106913	GRAINGER	4/8/2020	9473186022	51.34	CITY HALL, CUP LIDS
			Total for Fund	**001**	**GENERAL FUND**	**15,176.08**	
			Department	**Public Works**			
206-0501-429.23-06		106889	CINTAS FIRST AID & SAFETY #D89	4/8/2020	8404560352	80.77	FIRST AID SUPPLIES
206-0501-429.23-06		106891	CULLIGAN OF DAVENPORT	4/8/2020	0441259	58.75	WATER
206-0501-429.23-06		106967	TALLGRASS BUSINESS RESOURCES	4/8/2020	5511908	15.31	TEA
206-0511-420.23-07		106973	TRI CITY BLACKTOP, INC.	4/8/2020	34875	452.50	UPM
206-0511-420.23-07		106973	TRI CITY BLACKTOP, INC.	4/8/2020	34893	128.75	UPM
206-0511-420.23-07		106973	TRI CITY BLACKTOP, INC.	4/8/2020	34907	442.50	UPM
206-0511-420.23-07		106973	TRI CITY BLACKTOP, INC.	4/8/2020	34909	151.25	UPM
206-0511-420.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837861	649.54	COVID-19 SAFETY SUPPLIES
206-0512-424.23-07		106897	DULTMEIER SALES LLC	4/8/2020	3671053	107.46	BRINE MACHINE PARTS
206-0514-423.23-07		106873	AMERICAN TRAFFIC SAFETY MATERI	4/8/2020	89629	716.25	SHEETING
206-0514-423.23-07		106873	AMERICAN TRAFFIC SAFETY MATERI	4/8/2020	89718	207.00	SHEETING
206-0514-423.23-07		106928	IOWA PRISON INDUSTRIES	4/8/2020	954736	2,628.70	BLANK SIGNS
206-0514-423.23-07		106953	REPUBLIC COMPANIES	4/8/2020	5858608-00	1,311.75	SIGN POSTS
206-0514-423.23-07		106968	TAPCO	4/8/2020	I664214	246.12	POSTS
206-0514-423.23-07		106982	WENSCO SIGN SUPPLY	4/8/2020	3279042	83.66	CLEAR SHEETING
206-0514-423.23-10		106887	CHEMSEARCH	4/8/2020	3876889	178.07	GLOVES, SCRIM WIPES
			Total for Fund	**206**	**ROAD USE FUND**	**7,458.38**	
			Department	**Public Works**			
288-0522-413.23-07		106955	RIVERSTONE GROUP INC.	4/8/2020	941982	2,599.63	SAND - FLOOD SANDBAGGING
288-0522-413.23-07		106955	RIVERSTONE GROUP INC.	4/8/2020	943515	1,338.29	SAND - FLOOD SANDBAGGING
			Total for Fund	**288**	**EMERGENCY MANAGEMENT F**	**3,937.92**	
			Department	**Public Works**			

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520-0510-490.22-99		106927	IOWA ONE CALL	4/8/2020	219815	326.70	363 EMAILS, FEB 2020
520-0510-490.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837861C	649.53	COVID-19 SAFETY SUPPLIES
			Total for Fund	**520**	**SEWER UTILITY**	**976.23**	
			Department	**Public Works**			
550-0509-491.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220H	2,003.31	BANKCARD FEES RECYCLE SW1, SW2,SW3, 50% PW
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	219101A	44.56	LETTER MAILING
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222397A	27.28	04 BILLS 021720
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222517A	245.29	LATE NOTICES
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222651A	23.05	LATE NOTICES
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222652A	14.51	FINAL BILLS
550-0509-491.22-99		106934	MIDWEST MAILWORKS INC.	4/8/2020	222763A	45.35	LETTERS/COLLECTIONS
550-0509-491.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837861A	649.54	COVID-19 SAFETY SUPPLIES
550-0528-491.22-13		106980	WASTE COMMISSION OF SCOTT CO.	4/8/2020	022920E	2,940.00	E-WASTE, FEB 2020
			Total for Fund	**550**	**SOLID WASTE/RECYCLING EN**	**5,992.89**	
			Department	**Public Works**			
555-0526-494.22-99	2001FM	106969	THE MILLARD GROUP	4/8/2020	203757	105.00	MUSEUM, CLEANING SERVICES
			Total for Fund	**555**	**FMLY MUSEUM/ARTS &SCIENCE**	**105.00**	
			Department	**Public Works**			
570-0525-494.21-01	2000LF	106983	WHITE ROOFING CO., INC.	4/8/2020	37552	177.90	FITNESS CTR, ROOF REPAIR
			Total for Fund	**570**	**LIFE FITNESS CTR FUND**	**177.90**	
			Department	**Public Works**			
580-0519-493.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220I	1,976.71	BANKCARD FEES STRM WTR SW1, SW2,SW3,
580-0519-493.23-10	COVID	106949	QUAD CITY SAFETY, INC.	4/8/2020	837861B	649.54	COVID-19 SAFETY SUPPLIES
			Total for Fund	**580**	**STORM WATER UTILITY**	**2,626.25**	
			Department	**Public Works**			
585-0507-492.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220J	26.61	BANKCARD FEES 50% PW
585-0527-492.21-05		106900	ECK'S AUTO SHINE	4/8/2020	200	200.00	BUS WASHING - 3/14 & 3/21

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			Total for Fund 585 TRANSIT			**226.61**	
			Department Public Works				
683-0520-494.21-04		106892	CUMMINS INC.	4/8/2020	J9-28581	776.14	R/R RELAY #21611
683-0520-494.21-04		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085125	939.25	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085476	371.25	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085838	289.00	MNT/DSMNT/RECOND WHEELS
683-0520-494.21-04		106902	ELLIOTT EQUIPMENT CO.	4/8/2020	155097	1,741.23	REPAIR CYLINDERS #21613
683-0520-494.21-04		106933	LINDQUIST FORD, INC.	4/8/2020	181584	723.50	R/R THRTTL BODY #21210
683-0520-494.21-04		106936	MILLS CHEVROLET COMPANY	4/8/2020	6252876	503.42	R/R HEATER HOSE , FLUSH TRANS #21615
683-0520-494.21-04		106936	MILLS CHEVROLET COMPANY	4/8/2020	6253040	113.44	WHEEL ALIGNMENT #21815
683-0520-494.21-30		106892	CUMMINS INC.	4/8/2020	E3-43638	770.00	INSITE PRO REGISTRATION
683-0520-494.22-31		106890	CINTAS LOC 23M	4/8/2020	4045305004	104.60	LAUNDRY SERVICE
683-0520-494.22-31		106890	CINTAS LOC 23M	4/8/2020	4045947394	60.95	LAUNDRY SERVICE
683-0520-494.22-31		106890	CINTAS LOC 23M	4/8/2020	4046579680	60.95	LAUNDRY SERVICE
683-0520-494.23-07		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354140	93.72	BRAKE FLUID
683-0520-494.23-07		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354617	68.16	BRAKE & PARTS CLEANER
683-0520-494.23-07		106889	CINTAS FIRST AID & SAFETY #D89	4/8/2020	8404560350	105.68	FIRST-AID SUPPLIES
683-0520-494.23-07		106932	LAWSON PRODUCTS, INC.	4/8/2020	9307451819	78.40	SHOP SUPPLIES WASHERS,SCREWS,O-RINGS
683-0520-494.23-07		106949	QUAD CITY SAFETY, INC.	4/8/2020	836400	176.00	MECHANIC GLOVES
683-0520-494.23-07		106958	S J SMITH CO. INC.	4/8/2020	539915	172.55	WELDING TANKS LEASE
683-0520-494.23-24		106883	BOYLERS ORNAMENTAL IRON, INC.	4/8/2020	20069101	176.20	METAL #21920 & 21921
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-353951	-65.00	CORE CREDIT
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354018	110.47	PADS,ROTORS #20907
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354020	141.02	PADS,ROTORS #20907
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354099	26.78	WIPER BLADES #21817
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354114	79.29	MASTER CYLINDER #20907
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354159	481.35	PARTS FOR STOCK
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354202	86.08	AIR,FUEL FILTERS #20520
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354214	50.68	PARK SHOES,HWR KIT #21414
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354228	103.23	FILTERS - STOCK
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354248	103.20	FILTERS - STOCK
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354273	26.51	PURGE VALVE #21414
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354285	114.39	MAF SENSOR #21210
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354359	36.65	TPMS #20915

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683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354409	16.79	ROCKER SWITCH #20513
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354549	804.82	PARTS FOR STOCK
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354885	19.65	FILTERS - STOCK
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-354988	129.32	PADS & ROTORS #20802
683-0520-494.23-24		106885	CARQUEST AUTO PARTS STORE	4/8/2020	6604-355051	5.17	FUEL FILTER #21507
683-0520-494.23-24		106886	CENTRAL SERVICE AND SUPPLY INC.	4/8/2020	0163775	196.05	FILTER KIT - STOCK
683-0520-494.23-24		106886	CENTRAL SERVICE AND SUPPLY INC.	4/8/2020	0164001	196.05	FILTER KIT - STOCK
683-0520-494.23-24		106896	DUCK CREEK TIRE AND SERVICE, INC	4/8/2020	058428	288.94	2 TIRES #21206
683-0520-494.23-24		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085124	2,441.45	DRIVE TIRES - STOCK
683-0520-494.23-24		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085475	1,379.08	STEER & DRIVE TIRES STK
683-0520-494.23-24		106899	EASTERN IOWA TIRE, INC.	4/8/2020	100085837	851.80	DRIVE TIRES - STOCK
683-0520-494.23-24		106902	ELLIOTT EQUIPMENT CO.	4/8/2020	155114	1,320.54	INSULATOR BLANKET #21613
683-0520-494.23-24		106902	ELLIOTT EQUIPMENT CO.	4/8/2020	155219	586.09	SCRAPERS & BOLTS - STOCK
683-0520-494.23-24		106902	ELLIOTT EQUIPMENT CO.	4/8/2020	155295	165.60	GRIPPERS - STOCK
683-0520-494.23-24		106902	ELLIOTT EQUIPMENT CO.	4/8/2020	155296	1,362.55	GRIPPER CHAIN KIT #21611
683-0520-494.23-24		106910	GILLESPIE AUTO ELECTRIC, INC.	4/8/2020	97029	225.00	STARTER #21205
683-0520-494.23-24		106914	GREEN BUICK GMC INC.	4/8/2020	148266	104.42	STEERING SHAFT #21631
683-0520-494.23-24		106914	GREEN BUICK GMC INC.	4/8/2020	148288	18.76	SWITCH #20513
683-0520-494.23-24		106914	GREEN BUICK GMC INC.	4/8/2020	148325	18.88	CABIN FILTER #21301
683-0520-494.23-24		106917	HENDERSON TRUCK EQUIPMENT	4/8/2020	310880	272.03	LED PLOW LIGHT #22001
683-0520-494.23-24		106924	INTERSTATE BATTERY OF THE	4/8/2020	34062479	527.80	BATTERIES - STOCK
683-0520-494.23-24		106933	LINDQUIST FORD, INC.	4/8/2020	377267	20.20	OIL DIPSTICK #20912
683-0520-494.23-24		106935	MIDWEST WHEEL COMPANIES INC.	4/8/2020	1918061-00	139.96	SLACK ADJUSTERS #21022
683-0520-494.23-24		106938	MOTOR PARTS & EQUIPMENT CORP	4/8/2020	634825	113.92	OIL FILTERS #21920,21921
683-0520-494.23-24		106938	MOTOR PARTS & EQUIPMENT CORP	4/8/2020	635666	18.58	RELAYS - STOCK
683-0520-494.23-24		106939	MTI DISTRIBUTING	4/8/2020	1247193-00	157.70	DAMPER,PARTS #21715
683-0520-494.23-24		106939	MTI DISTRIBUTING	4/8/2020	1247287-00	45.25	ROD END #21715
683-0520-494.23-24		106947	PILLAR EQUIPMENT INC.	4/8/2020	01-34576	63.57	SHIFTER PARTS #20803
683-0520-494.23-24		106970	THOMPSON TRUCK & TRAILER INC.	4/8/2020	X103101385:01	184.62	CRANKCASE FILTERS - STOCK
683-0520-494.23-24		106970	THOMPSON TRUCK & TRAILER INC.	4/8/2020	X103101575:01	94.81	AIR HORN #21802
683-0520-494.23-24		106970	THOMPSON TRUCK & TRAILER INC.	4/8/2020	X103101653:01	189.26	L DOOR HINGES #20437
683-0520-494.23-24		106975	TURFWERKS	4/8/2020	JC10208	-47.34	PART CREDIT
683-0520-494.23-24		106975	TURFWERKS	4/8/2020	JI46035	301.38	MOWER PARTS #21908
683-0520-494.23-24		106975	TURFWERKS	4/8/2020	JI46220	46.85	GUARD #21908
683-0520-494.23-24		106985	ZURCHER TIRE, INC	4/8/2020	5402055608	215.64	2 TIRES #20915
683-0520-494.23-24		106985	ZURCHER TIRE, INC	4/8/2020	5402056346	108.00	2 TIRES - STOCK

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
683-0520-494.23-51		106948	PLEASANT VALLEY COMMUNITY	4/8/2020	20-134	38,924.78	JANUARY 2020 FUEL
683-0520-494.23-51		106948	PLEASANT VALLEY COMMUNITY	4/8/2020	20-135	23,391.39	FEBRUARY 2020 FUEL
683-0520-494.23-51		106958	S J SMITH CO. INC.	4/8/2020	6081970	108.27	PROPANE
683-0520-494.23-52		106954	RILCO FLUID CARE, INC.	4/8/2020	0356420-IN	425.00	BULK HYD FLUID
683-0520-494.23-52		106954	RILCO FLUID CARE, INC.	4/8/2020	0357090-IN	704.25	BULK ENGINE & HYD OILS
			Total for Fund 683 MUNICIPAL GARAGE			**84,755.97**	
			Department Public Works				
			Total for Department			**121,433.23**	
001-0601-440.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220B	340.40	BANKCARD FEES LIBRARY
			Total for Fund 001 GENERAL FUND			**340.40**	
			Department Library				
			Total for Department			**340.40**	
001-0701-442.23-07		106889	CINTAS FIRST AID & SAFETY #D89	4/8/2020	8404560348	35.34	FIRST AID SUPPLIES
001-0702-442.23-23		106953	REPUBLIC COMPANIES	4/8/2020	5864372-00	1,039.36	WIRE FOR BALL DIAMOND LIGHTS
001-0703-443.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220E	158.18	BANKCARD FEES REC ONLINE
001-0703-443.22-44		2000479	AUTHORIZE.NET	3/2/2020	220	31.35	ONLINE PAYMENT GATEWAY
001-0712-450.22-99		106907	FISHER LAWN CARE	4/8/2020	30132	5,800.00	#1 LANDSCAPE PLANTING APRIL CITYWIDE
001-0712-450.22-99		106907	FISHER LAWN CARE	4/8/2020	30133	4,350.00	#1 CITYWIDE LANDSCAPE MAINTENANCE APRIL
001-0712-450.22-99		106907	FISHER LAWN CARE	4/8/2020	30134	14,500.00	#1 LANDSCAPE MULCHING PROGRAM APRIL
			Total for Fund 001 GENERAL FUND			**25,914.23**	
			Department Parks				
560-0711-494.22-44		2000508	VANTIV INTEGRATED PAYMENTS	3/20/2020	22020	341.47	BANKCARD FEES GOLF
560-0713-494.22-44		2000508	VANTIV INTEGRATED PAYMENTS	3/20/2020	22020A	315.20	BANKCARD FEES GRILL
			Total for Fund 560 PALMER HILLS GOLF COURSE			**656.67**	
			Department Parks				
			Total for Department			**26,570.90**	

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
555-1101-494.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220C	1,115.79	BANKCARD FEES MUSEUM
555-1101-494.23-06		106946	PETTY CASH/FAMILY MUSEUM-GENE	4/8/2020	660228	21.48	OFFICE SUPPLIES
555-1101-494.23-07		106888	CINTAS CORPORATION #342	4/8/2020	4045086066	353.48	FIST AID SUPPLIES
555-1101-494.23-07		106888	CINTAS CORPORATION #342	4/8/2020	5016255455	150.53	FIRST AID SUPPLIES
555-1102-494.23-07		106946	PETTY CASH/FAMILY MUSEUM-GENE	4/8/2020	660227	10.76	WOOD FOR 4'S PROJECT
555-1102-494.23-07		106946	PETTY CASH/FAMILY MUSEUM-GENE	4/8/2020	660229	6.50	PRESCHOOL SUPPLIES
555-1102-494.23-07		106946	PETTY CASH/FAMILY MUSEUM-GENE	4/8/2020	660230	13.18	WOOD FOR DALA HORSES 4'S
555-1102-494.23-07		106946	PETTY CASH/FAMILY MUSEUM-GENE	4/8/2020	660231	3.61	TEACHING KITCHEN SUPPLIES
555-1102-494.23-07		106972	TOTAL AQUARIUM MAINTENANCE	4/8/2020	591451	40.00	FISH TANK SERVICE
555-1102-494.23-13		106875	MISCELLANEOUS	4/8/2020	ANDEDO	180.00	REFUND FOR SEW FUN CANCEL LED X 2 STUDENTS
555-1107-494.22-15	EX0036	106937	MINNESOTA CHILDREN'S MUSEUM	4/8/2020	MCM-INV-ID00068	19,000.00	THOMAS THE TRAIN TRAVEL EXHIBIT PAYMENT #3 FINA
			Total for Fund	**555**	**FMLY MUSEUM/ARTS &SCIENCE**	**20,895.33**	
			Department	**Family Museum**			
			Total for Department			**20,895.33**	
001-3001-454.22-18		106843	SCOTT COUNTY TREASURER	3/18/2020	670926	2,021.00	PROPERTY TAXES 1129 CRESTVIEW CIRCLE
001-3002-453.13-01		106872	AMERICAN PLANNING ASSOCIATION	4/8/2020	067344-2015	583.00	BECK - APA DUES 2020 IOWA/NATIONAL
001-3002-453.22-14		106950	QUAD CITY TIMES	4/8/2020	64900	10.40	NOTICE OF PH BOA 3/12/20
001-3002-453.22-14		106950	QUAD CITY TIMES	4/8/2020	65584	8.32	NOTICE OF PH BOA 3/12/20
001-3006-416.13-04		106836	FOX, TANNER	3/18/2020	41299	562.67	EDU 2020 CODE- HOTEL
001-3006-416.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220A	1,623.28	BANKCARD FEES INSPECTIONS
001-3006-416.22-90		106878	B & B CONSTRUCTION CODE SERVIC	4/8/2020	52935	6,417.00	BUILDING PLAN REVIEW
			Total for Fund	**001**	**GENERAL FUND**	**11,225.67**	
			Department	**Community Development**			
206-3010-423.21-30		106840	NEXUSWORK TECHNICAL SALES	3/18/2020	SA12157	8,300.00	NEXUS SUBSCRIPTION 1/12/20-1/11/2021
206-3010-423.23-07		106953	REPUBLIC COMPANIES	4/8/2020	5863664-00	25.81	UNISTRUT NUTS
			Total for Fund	**206**	**ROAD USE FUND**	**8,325.81**	
			Department	**Community Development**			
			Total for Department			**19,551.48**	

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-4001-463.23-08		106906	FEDEX	4/8/2020	6-911-27967	31.44	POSTAGE - MAILED DOCUMENT TO ICRC
			Total for Fund 001 GENERAL FUND			**31.44**	
			Department Legal				
			Total for Department			**31.44**	
001-4101-460.23-06		106922	IMPERIAL	4/8/2020	288002:012955	10.00	COFFEE SUPPLIES FOR CITY HALL & POLICE DEPT.
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	64937	74.86	PUBLISH PH NOT RE ADOPT FY20/21 BUDGET
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65508	13.52	PUBLISH PH NOT RE ZONING ORDINANCE SEC 11-11-3A
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65509	14.04	PUBLISH PH NOT RE BID FOR EASTBERRY CT RECONST
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65510	14.04	PUBLISH PH NOT RE BIDS HUNTINGTON MEAD DRAINT
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65511	14.56	PUBLISH PH NOT RE BIDS PLEASANT DR RECONSTRU
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65512	13.52	PUBLISH PH NOT RE AMEND ZONING ORD KENNEL/VET
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65783	444.60	PUBLISH CITY COUNCIL MTG MINUTES 3/3/2020
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	65784	16.12	PUBLISH PH NOT RE FY21 IOWA TRANSIT ASSISTANCE
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	66509	67.34	PUBLISH ORDINANCE 03-20
001-4102-461.22-14		106950	QUAD CITY TIMES	4/8/2020	66512	37.62	PUBLISH ORDINANCE 04-20
001-4102-461.22-44		2000478	MERCHANT SERVICES	3/2/2020	0220D	61.31	BANKCARD FEES BUISNESS LICENSES
			Total for Fund 001 GENERAL FUND			**781.53**	
			Department Administration				
			Total for Department			**781.53**	
001-4201-466.13-05		106837	HENZE, AMY	3/18/2020	031820HENZE	1,463.02	TUTION REIMBURSEMENT
001-4201-466.13-05		106842	SAMMON KALISSA	3/18/2020	031820SAMMON	1,560.26	TUTION REIMBURSEMENT
001-4201-466.13-05		106845	SWEENEY, BROOKE	3/18/2020	031820SWEENEY	748.40	TUTION REIMBURSEMENT
001-4201-466.22-03		106964	STANARD & ASSOCIATES, INC.	4/8/2020	SA000043637	284.50	LAW ENFORCEMENT TESTS
001-4201-466.23-06		106967	TALLGRASS BUSINESS RESOURCES	4/8/2020	5510542	15.61	OFFICE SUPPLIES
001-4201-466.23-06		106967	TALLGRASS BUSINESS RESOURCES	4/8/2020	5510692	1.93	OFFICE SUPPLIES
001-4201-466.23-08		106906	FEDEX	4/8/2020	6-954-32289	44.32	RETURN POLICE TESTS
			Total for Fund 001 GENERAL FUND			**4,118.04**	
			Department				

City of Bettendorf
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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
			Total for Department			**4,118.04**	
400-5050-480.22-90	PW0480	106921	IMEG CORP	4/8/2020	19002681.00-5	21,149.50	#5 INDIANA AVE OVER SPENC ER CR BRIDGE 2/1/20-2/29
400-5050-480.22-99	PW0328	106835	LANGMAN CONSTRUCTION COMPAN	3/17/2020	29	70,699.26	PE#29 FOREST GROVE FROM 5/26/19- 3/19/20
400-5050-480.23-07	2CD005	106955	RIVERSTONE GROUP INC.	4/8/2020	941983	39.86	ROCK FOR HANDHOLE
400-5050-480.23-07	CD0051	106893	DAVENPORT ELECTRIC CONTRACT	4/8/2020	42232	2,672.05	LIGHTED STREET NAME SIGNS
			Total for Fund 400 CAPITAL PROJECTS			**94,560.67**	
			Department Capital Projects				
555-5050-499.22-99	FM0029	106851	TRICON GENERAL CONSTRUCTION	3/25/2020	2019181-3	58,100.71	LUCKEY CLIMBER PRECONSTRUCTION
555-5050-499.22-99	FM0029	106944	PAC-VAN, INC.	4/8/2020	14915597	308.00	IMAGINATION STUDIO STORAG E
555-5050-499.22-99	FM0029	106963	SHERWIN WILLIAMS CO.	4/8/2020	6215-4	162.09	IMAGINATION STUDIO
555-5050-499.22-99	FM0029	106977	UNITED RENTALS (NORTH AMERICA)	4/8/2020	178981323-001	997.32	LUCKEY CLIMBER
555-5050-499.22-99	FM0029	106977	UNITED RENTALS (NORTH AMERICA)	4/8/2020	178981335-001	459.52	LUCKEY CLIMBER
555-5050-499.22-99	FM0029	106977	UNITED RENTALS (NORTH AMERICA)	4/8/2020	179692155-001	459.52	LUCKEY CLIMBER
			Total for Fund 555 FMLY MUSEUM/ARTS &SCIENCE			**60,487.16**	
			Department Capital Projects				
580-5050-499.22-90	SM0128	106921	IMEG CORP	4/8/2020	19000708.01-1	21,000.00	#1 MANATTS CITY SEWER DESIGN 3/1/19-1/26/20
			Total for Fund 580 STORM WATER UTILITY			**21,000.00**	
			Department Capital Projects				
			Total for Department			**176,047.83**	
			Grand Total			**1,179,988.21**	

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ACCT #	Project PROJ #	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-2001-494.11-21		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320A	7,446.09	QCWCC- SALES MARKETING SALARY & BENEFITS
590-2001-494.11-21		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320F	6,624.18	QCWCC-FINANCE SALARY/ BENEFITS
590-2001-494.11-21		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320H	7,771.55	QCWCC-FACILITIES/MAINT SALARY WAGES & BENEFITS
590-2001-494.11-21		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320O	50,147.56	QCWCC-SALARY/WAGES & BENEFITS
590-2001-494.21-01		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320C	410.65	QCWCC-REPAIRS MAINT
590-2001-494.21-01		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320J	3,217.30	QCWCC-REPAIRS MAINTENANCE
590-2001-494.21-06		3129	FOLDING PARTITION SERVICES	4/8/2020	10228	2,600.00	QCWCC- MAINT IN BANQUET ROOMS
590-2001-494.21-09		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320K	234.63	QCWCC-MEDIACOM FEBRUARY
590-2001-494.22-08		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320	5,986.90	QCWCC-INSURANCE PREMIUMS FEB
590-2001-494.22-15		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320B	4,840.00	QCWCC-RENT EQUIPMENT
590-2001-494.22-99		3128	CINTAS LOC 23M	4/8/2020	4045186975	575.93	QCWCC- LINENS
590-2001-494.22-99		3128	CINTAS LOC 23M	4/8/2020	4045832370	582.43	QCWCC- LINENS
590-2001-494.22-99		3128	CINTAS LOC 23M	4/8/2020	4046449525	582.43	QCWCC- LINENS
590-2001-494.22-99		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320L	60.15	QCWCC-CONTRACT SERVICES
590-2001-494.22-99		3131	ROCHESTER ARMORED CAR CO., INC.	4/8/2020	672551	435.32	QCWCC-COURRIER SERVICE
590-2001-494.22-99		3132	THE GREEN THUMBERS	4/8/2020	1-524690	310.00	QCWCC-PLANT SERVICE
590-2001-494.23-06		3127	ADVANCED BUSINESS SYSTEMS, INC	4/8/2020	INV167218	138.97	QCWCC- PRINTER
590-2001-494.23-06		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320G	52.47	QCWCC-SHARED TECHNOLOGIES
590-2001-494.23-06		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320P	4,471.99	QCWCC-SUPPLIES GENERAL OFFICE
590-2001-494.23-07		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320I	372.95	QCWCC-SUPPLIES
590-2001-494.23-28		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320M	11,281.76	QCWCC-FOOD INVOICES
590-2001-494.23-29		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320N	4,567.63	QCWCC-BEVERAGE INVOICES
590-2001-494.23-54		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320E	11,016.99	QCWCC-ENTERTAINER FEES
590-2001-494.23-55		3130	ISLE OF CAPRI BETTENDORF, L.C.	4/8/2020	032320D	971.80	QCWCC-FEES LICENSES
			Total for Fund 590 QC WATERFRONT CONVENTION			**124,699.68**	
			Department				
			Total for Department			**124,699.68**	
			Grand Total			**124,699.68**	