



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**

**NO COMMITTEE OF THE WHOLE ON MONDAY, JULY 5, 2021
DUE TO THE OBSERVANCE OF INDEPENDENCE DAY**

TUESDAY, JULY 6, 2021

6:15 P.M.

The Bettendorf City Council Committee of the Whole meeting will be open to the public. Additional and necessary measures will be taken to adhere to social distancing recommendations. In accordance with CDC recommendations, if you have not been vaccinated, please wear a mask while in City Hall. If you are fully vaccinated, a mask is not required. The City of Bettendorf will broadcast this public meeting online at <http://www.bettendorf.org/live-meeting>

Constituents are encouraged to view the meeting online

AGENDA

I. PRESENTATION

II. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for Lot 6, Bettplex Second Addition, submitted by Kevin Koellner/Build to Suit, Inc. (Case 21-052) – Community Development Director Mark Hunt **(See Consent R)**
- Resolution approving a site development plan for 3636 Tanglewood Road, submitted by CWIowa, LLC/The Tangled Wood (Case 21-042) – Community Development Director Mark Hunt **(See Consent S)**
- Resolution approving a site development plan for 2929 62nd Street Court, submitted by Green Zone, LLC (Case 21-043) – Community Development Director Mark Hunt **(See Consent T)**
- Resolution approving a site development plan for 4275 Ontario Drive, submitted by Windmill Design Build (Case 21-049) – Community Development Director Mark Hunt **(See Consent U)**

III. REMAINING CONSENT AGENDA ITEMS

IV. OPERATIONAL ITEMS

V. ITEMS ADDED BY MAYOR AND COUNCIL

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

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

**TUESDAY, JULY 6, 2021
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 accordance with the CDC recommendations, if you have not been vaccinated, please wear a mask while in City Hall. If you are fully vaccinated, a mask is not required. 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 encouraged to view the meeting online.

AGENDA

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION** – Given by Bettendorf Police Chaplain and Pastor of Asbury United Methodist Church, Pastor Tom Carver
- 4. PUBLIC REQUESTS OF COUNCIL**
- 5. PUBLIC HEARING**

Regarding the Crow Creek Park Quarry Parking Lot Reconstruction Project
- 6. RESOLUTION**

Council Member Brown to present a resolution approving the plans, specifications and form of contract for the Crow Creek Park Quarry Parking Lot Reconstruction Project
- 7. ORDINANCE**

Council Member Webster to present the second reading of an ordinance amending the Bettendorf, Iowa Zone Map for Lot 6, Bettplex Second Addition which is generally located northwest of the intersection of Competition Drive and Middle Road, C-7, Regional Entertainment District to C-3, General Business District

8. ORDINANCE

Council Member Connors to present the second reading of an ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zones Enumerated" by adding No Parking Zone on International Drive at Forest Grove Drive and a No Parking Zone on 26th Street, north of Central Avenue

9. ORDINANCE

Council Member Baden to present the second reading of an ordinance amending Bettendorf City Code Section 6-1-285, "Speed Restrictions" by adding a School Speed Zone on Forest Grove Drive

10. ORDINANCE

Council Member Sechser to present the third and final reading of an ordinance amending Bettendorf City Code Section 8-2-6-D by updating billing practices for the Stormwater Utility, Sewer Utility, and Solid Waste Enterprise Activities of the City

11. CONSENT AGENDA

12. ADJOURN

CONSENT AGENDA
JULY 6, 2021

**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 June 15, 2021 (Approve and Adopt)
- B. Resolution approving the purchase of carpeting for the Quad Cities Waterfront Convention Center as proposed by Mohawk Carpet Distribution, Inc. (Approve and Adopt)
- C. Resolution authorizing the purchase of 22 Panasonic Toughbook Mobile Computers and 5 years of system support for use by Bettendorf Police Department. (Approve and Adopt)
- D. Resolution authorizing an agreement with CentralSquare Technologies to renew the City of Bettendorf's annual Software Maintenance Agreement. (Approve and Adopt)
- E. Resolution authorizing the purchase of increased licensing to expand the use of ESRI ArcGIS Pro and ArcGIS Online both of which are used for mapping and geolocation resources. (Approve and Adopt)
- F. Resolution authorizing the purchase of maintenance service for the use of Tyler Technologies Incode Utility Billing Software which is used for the management and collection of customer payments for sewer and solid waste collection services. (Approve and Adopt)
- G. Resolution setting the date for a public hearing to amend the Bettendorf Municipal Code, by amending Title 12, entitled "Subdivision Regulations" and Title 7, entitled "Public Ways and Property". (Approve and Adopt)
- H. Resolution accepting improvements for the 2020 Alley Repair Program. (Approve and Adopt)
- I. Resolution authorizing the Director of Public Works to issue a purchase order to Dewey Ford for one (1) new and unused 2021 Ford Escape S FWD. (Approve and Adopt)
- J. Resolution awarding the contract and approving the contract and bond for the Auburn Court Lift Station Abandonment Project. (Approve and Adopt)
- K. Resolution awarding the contract and approving the contract and bond for the 2021 Alley Rehabilitation Program. (Approve and Adopt)
- L. Resolution approving a Professional Services Agreement with Bray Associates Architects, Inc. for architectural services for the Life Fitness Center Multipurpose Room Project. (Approve and Adopt)

- M. Resolution approving a Professional Services Agreement with Axiom Consultants, LLC for engineering services for the Haley Heights and Whitepost Road Detention Basins Project. (Approve and Adopt)
- N. Resolution approving a Professional Services Agreement with Shive Hattery for engineering services for the Stafford Creek Manhole Repairs and Detention Basin Project. (Approve and Adopt)
- O. Resolution approving the final plat of Crestview Heights Seventh Addition, submitted by Lynda Bolin (Case 21-047). (Approve and Adopt)
- P. Resolution approving the final plat of Belmont at Towne Centre Addition, submitted by Dan Elias, DFCA, Inc. (Case 21-048) (Approve and Adopt)
- Q. Resolution approving the final plat of Bettplex Sixth Addition, submitted by Kevin Koellner/Build to Suit, Inc. (Case 21-051) (Approve and Adopt)
- R. Resolution approving a site development plan for Lot 6, Bettplex Second Addition, submitted by Kevin Koellner/Build to Suit, Inc. (Case 21-052) (Approve and Adopt)
- S. Resolution approving a site development plan for 3636 Tanglewood Road, submitted by CWIowa LLC/The Tangled Wood (Case 21-042) (Approve and Adopt)
- T. Resolution approving a site development plan for 2929 62nd Street Court, submitted by Green Zone, LLC (Case 21-043) (Approve and Adopt)
- U. Resolution approving a site development plan for 4275 Ontario Drive, submitted by Windmill Design Build (Case 21-049) (Approve and Adopt)
- V. Resolution approving and awarding the contract for the flood zone properties appraisal project. (Approve and Adopt)
- W. Resolution approving and awarding the contract for asbestos removal for properties involved in the Flood Buyout Program. (Approve and Adopt)
- X. Resolution approving Civil Service List submitted for Firefighter position in the Fire Department. (Approve and Adopt)
- Y. Resolution approving Civil Service List submitted for Police Officer position in the Police Department. (Approve and Adopt)
- Z. Resolution approving the job description and recruitment process for the Combination Inspector position in the Community Development Department. (Approve and Adopt)
- AA. Resolution approving the recruitment process for the Sanitation Worker position in the Public Works Department. (Approve and Adopt)

- BB. Resolution authorizing the Mayor to accept \$29,480 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2021 Local Solicitation. (Approve and Adopt)
- CC. Resolution approving an extended outdoor service area and outdoor event on July 17, 2021 for Oscar's Pub, 5027 Competition Drive. (Approve and Adopt)
- DD. Resolution approving an annual mobile food license for Izzy's Place. (Approve and Adopt)
- EE. Resolution approving liquor license renewals and requests for Treehouse Pub & Eatery; Old Chicago; and Tobacco Outlet Plus; and an Extended Outdoor Service Area for Oscar's Pub. (Approve and Adopt)
- FF. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: July 6, 2021
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 5

Item Title:

Public hearing for the Crow Creek Park Quarry Parking Lot Reconstruction Project.

Resolution approving the plans, specifications and form of contract for the Crow Creek Park Quarry Parking Lot Reconstruction Project.

Explanation:

The proposed project consists of reconstructing the access drive and parking area located near the quarry in Crow Creek Park. The work will include removal of the existing seal coat surface, earth excavation, granular subbase, Hot Mix Asphalt (HMA) pavement and related construction. A total of approximately twenty five (25) parking stalls will be created along with improved drainage throughout the area.

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:

This project (PW0519) was approved with a total budget of \$100,000.00 within the Community Improvement Program.

List Attachments:

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

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT
FOR THE CROW CREEK PARK QUARRY PARKING LOT RECONSTRUCTION PROJECT

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

Crow Creek Park Quarry Parking Lot Reconstruction Project

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 6th day of July, 2021,

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 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MEETING DATE: June 1, 2021 (SPH)
June 15, 2021 (HPH)

COUNCIL LETTER

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution setting a date for public hearing on the rezoning of Lot 6, Bettplex Second Addition, C-7 Regional Entertainment District to C-3 General Business District, submitted by Focus Real Estate Development. (Case 21-036) (6/1/21)

Public hearing and first reading of an ordinance rezoning Lot 6, Bettplex Second Addition, C-7 Regional Entertainment District to C-3 General Business District, submitted by Focus Real Estate Development. (Case 21-036) (6/15/21)

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

Focus Real Estate Development has submitted a rezoning request for a 3.48-acre parcel located northwest of the intersection of Competition Drive and Middle Road and south of Interstate 80 (see Aerial Photo - Attachment A). The petitioner is requesting a rezoning from C-7, Regional Entertainment District to C-3, General Business District. Surrounding properties are generally zoned commercially. Planned Unit Development (PUD) is present to the east across Middle Road. Agricultural/Urban Reserve is present on the south side of Forest Grove Drive (see Zoning Map - Attachment B). The land use category for this site is Community Commercial (see Future Land Use Map -Attachment C). The area to be rezoned is Lot 6 of Bettplex Second Addition (see Final Plat - Attachment D). Lot 6 is intended for commercial use (see Concept Plan - Attachment E). The building designs will be similar to other commercial buildings in the surrounding area (see Elevations - Attachment F).

The Planning and Zoning Commission made a recommendation for approval of the rezoning request by a 6-0 margin at the May 19 meeting.

Relationship to Goals: Attract and Retain Business and Industry..

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) Zoning Map; (C) Future Land Use Map; (D) Final Plat; (E) Concept Plan; (F) Elevations; (G) Staff report to the Planning and Zoning Commission; (H) Planning and Zoning Commission report to the Mayor and City Council; (I) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. ____ - 21

**RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON THE REZONING OF
LOT 6, BETTPLEX SECOND ADDITION
WHICH IS GENERALLY LOCATED NORTHWEST OF THE INTERSECTION
OF COMPETITION DRIVE AND MIDDLE ROAD
C-7, REGIONAL ENTERTAINMENT DISTRICT
TO C-3, GENERAL BUSINESS DISTRICT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for June 15, 2021, at 7:00 p.m., City Hall Council Chambers, 1609 State Street, on the matter of the rezoning of Lot 6, Bettplex Second Addition from C-7, Regional Entertainment District to C-3, General Business District.

PASSED, APPROVED, AND ADOPTED this 1st day of June, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ORDINANCE NO. _____ - 21

**AN ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR
LOT 6, BETTPLEX SECOND ADDITION
WHICH IS GENERALLY LOCATED
NORTHWEST OF THE INTERSECTION OF COMPETITION DRIVE AND MIDDLE ROAD
C-7, REGIONAL ENTERTAINMENT DISTRICT TO
C-3, GENERAL BUSINESS DISTRICT**

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

Section 1. That the Bettendorf, Iowa, Zone Map referred to in Section 4, and being a part of the Zoning Ordinance of the City of Bettendorf, Iowa, 1959, insofar as the said map pertains to the area known as Lot 6, Bettplex Second Addition and which is now zoned C-7, Regional Entertainment District is hereby repealed and said described land shall hereinafter be zoned C-3, General Business District; and the following Zone Map, which is attached hereto and incorporated herewith and made a part thereof, as the same pertains to said area, is enacted as a substitute and in lieu of said District Map.

Section 2. Severability of Provisions. If any subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

Section 3. Full Force and Effect. This ordinance shall be in full force and effect from the date of passage and publications as required by law.

Section 4. Repealer. This ordinance shall be construed to repeal any prior ordinance inconsistent herewith.

Section 5. Municipal Infraction. Any person, persons, firm, partnerships, or corporation, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a

municipal infraction, and shall be penalized as set forth in Section 1-9 of the City Code of the City of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

Robert S. Gallagher, Mayor

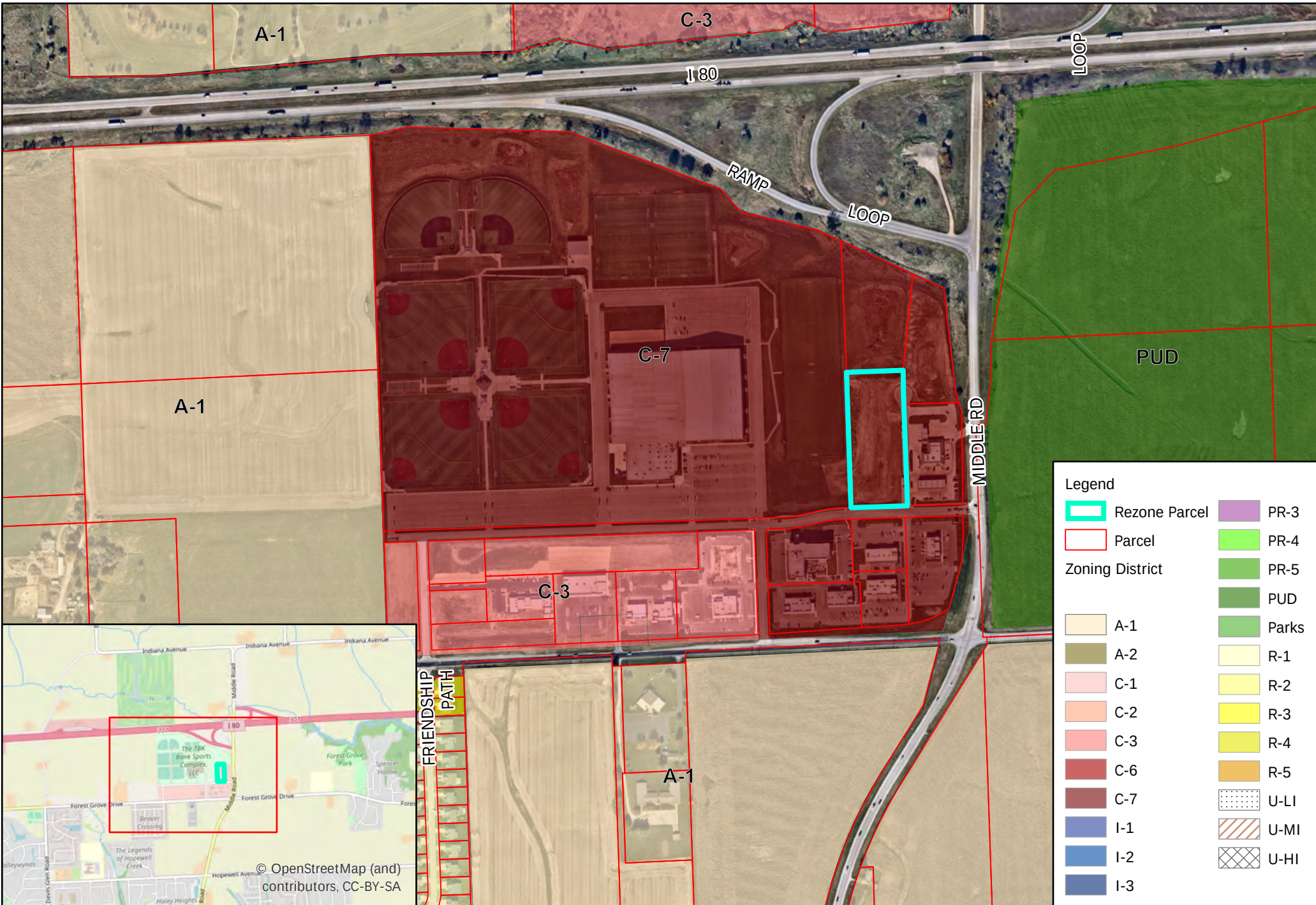
ATTEST:

Decker P. Ploehn, City Clerk



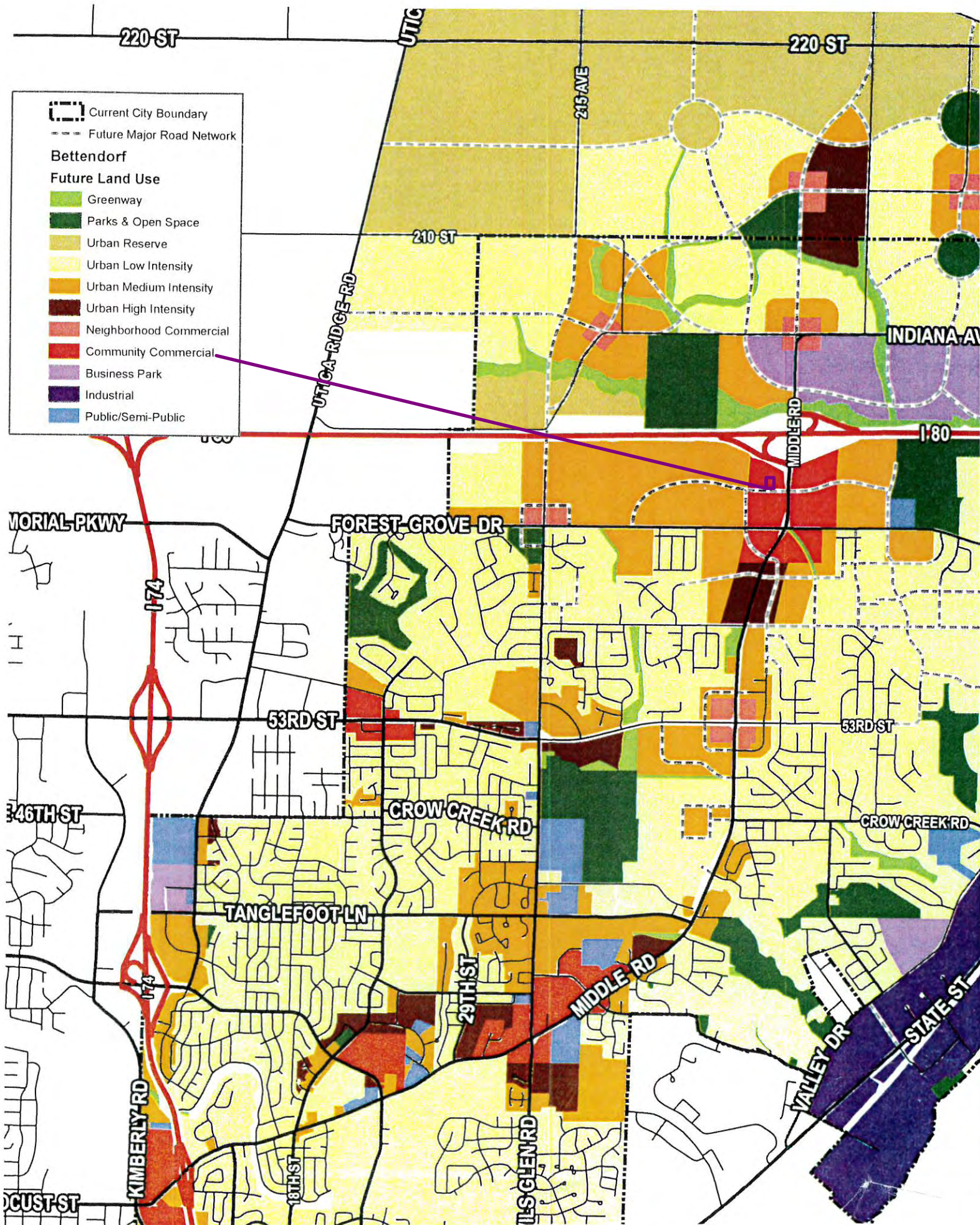
Legend

- Rezone Parcel
- Parcel



Legend

 	Rezoning Parcel	 	PR-3
 	Parcel	 	PR-4
Zoning District		 	PR-5
 	A-1	 	PUD
 	A-2	 	Parks
 	C-1	 	R-1
 	C-2	 	R-2
 	C-3	 	R-3
 	C-6	 	R-4
 	C-7	 	R-5
 	I-1	 	U-LI
 	I-2	 	U-MI
 	I-3	 	U-HI



FINAL PLAT
OF
BETTPLEX SECOND ADDITION
A RE-PLAT OF LOTS 3 AND 4 IN BETTPLEX FIRST ADDITION,
IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA
17.66 ACRES±

BASIS OF BEARING
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



SCALE: 1" = 100'

LEGEND

- REBAR, FOUND
- REBAR WITH CAP # _____ FOUND
- 5/8" REBAR WITH CAP #13581 SET
- 1/2" SQ. PIN, FOUND
- P.K. NAIL, FOUND
- R.O.W. MARKER, FOUND
- SECTION CORNER
- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- UNDERLYING DEED LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENTS
- VACATED EASEMENT
- SECTION LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING SETBACK LINE
- PROPOSED SETBACK LINE

OWNER / SUBDIVIDER
THE BETTPLEX LLC
KEVIN KOELLNER
P.O. BOX 394
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

ABBREVIATIONS

- AC ACRES
- L LENGTH
- R RADIUS
- SF SQUARE FEET
- BSL BUILDING SETBACK LINE
- POB POINT OF BEGINNING
- ROW RIGHT OF WAY
- UE UTILITY EASEMENT

NEW EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C8	20.76'	459.00'	S 86°41'15" W	20.76'
C9	28.25'	458.00'	N 83°37'42" E	28.24'

NEW EASEMENT LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L13	S 87°59'00" W	26.79'	L24	S 02°02'42" E	239.40'
L14	S 09°27'36" E	150.08'	L25	S 87°59'00" W	178.20'
L15	S 02°10'19" E	126.13'	L26	N 02°01'00" W	20.00'
L16	S 87°49'41" W	20.00'	L27	N 87°59'00" E	158.19'
L17	N 02°10'19" W	124.86'	L28	N 02°02'42" W	210.23'
L18	N 09°27'36" W	151.42'	L29	N 51°17'20" W	60.34'
L19	N 87°59'00" E	20.17'	L30	N 00°41'52" W	148.72'
L20	N 87°59'00" E	28.05'	L31	N 89°18'08" E	50.00'
L21	S 02°02'51" E	296.70'	L32	S 00°41'52" E	141.63'
L22	S 87°59'00" W	42.47'	L33	S 16°50'07" E	48.68'
L23	S 51°17'20" E	49.56'	L34	S 88°15'43" W	51.79'

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Build to Suit.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as apart of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-282-8689 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0376F, 19163C0377F, 19163C0378F and 19163C0379F, all with an Effective Date February 18, 2011.

Distances are listed in feet and decimal part of a foot.

All monuments have been found or will be set as shown on this plat by December 1st 2018.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replanted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Easements designated as "Utility Easements" include all utilities that are provided by either the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf.

Blanket Reciprocal Access Easements are granted to Lots 1 thru 5.

The existing 20 ft. Utility Easement across the middle of Proposed Lot 8 is hereby vacated in favor of the proposed Utility Easement along the north line of Proposed Lot 7 and south line of Proposed Lot 8.

IOWA - AMERICAN WATER CO.

BY *[Signature]*
DATE *5-11-18*

CITY OF BETTENDORF

BY *[Signature]*
ATTEST *[Signature]*
DATE *5-29-18*

PLANNING AND ZONING

BY *[Signature]*
DATE *5-30-18*

MID AMERICAN ENERGY CO.

BY *[Signature]*
DATE *5/22/18*

MEDIACOM

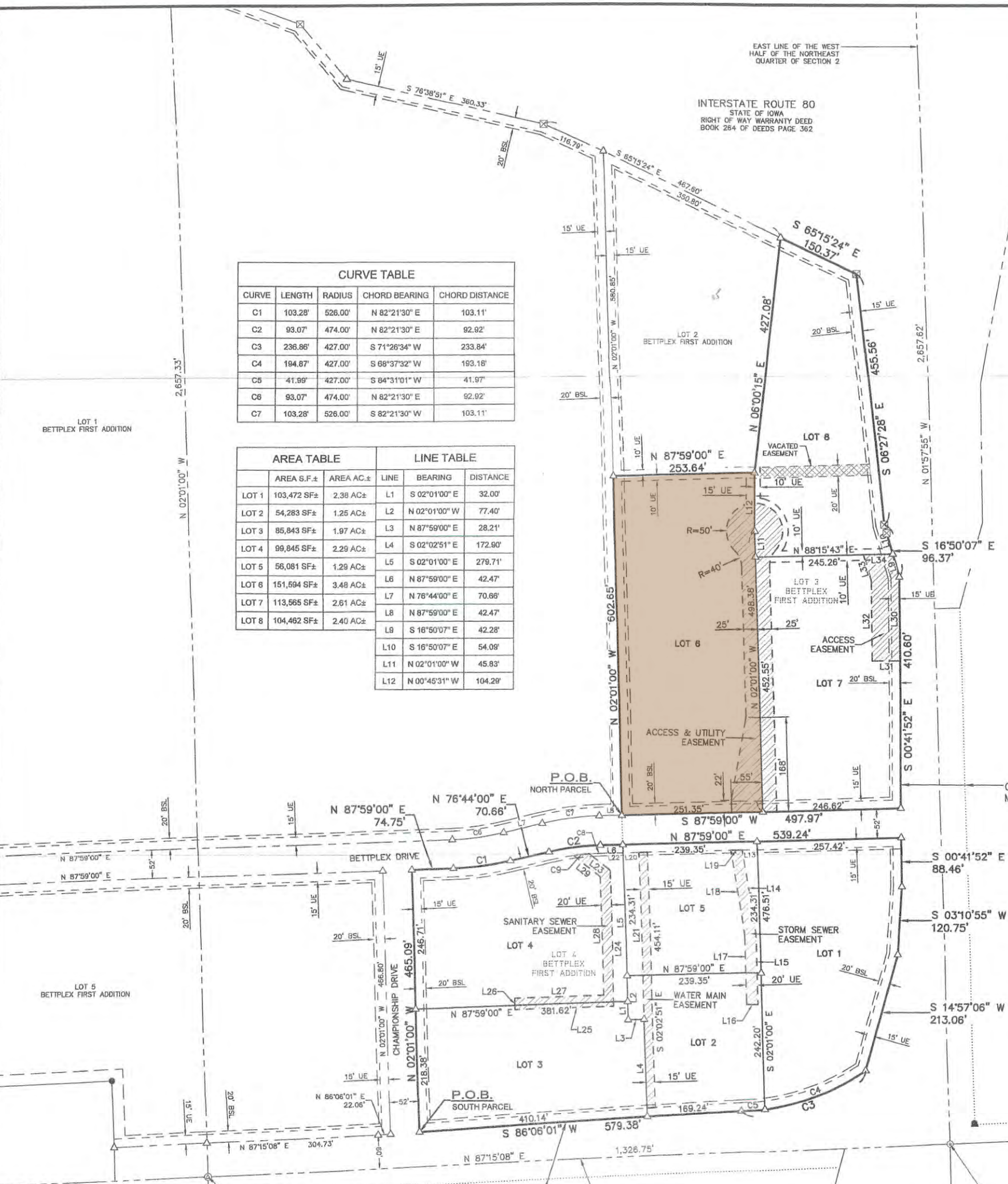
BY *[Signature]*
DATE *5-9-18*

CENTURYLINK

BY *[Signature]*

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	103.28'	526.00'	N 82°21'30" E	103.11'
C2	93.07'	474.00'	N 82°21'30" E	92.92'
C3	236.86'	427.00'	S 71°26'34" W	233.84'
C4	194.87'	427.00'	S 68°37'32" W	193.18'
C5	41.99'	427.00'	S 84°31'01" W	41.97'
C6	93.07'	474.00'	N 82°21'30" E	92.92'
C7	103.28'	526.00'	S 82°21'30" W	103.11'

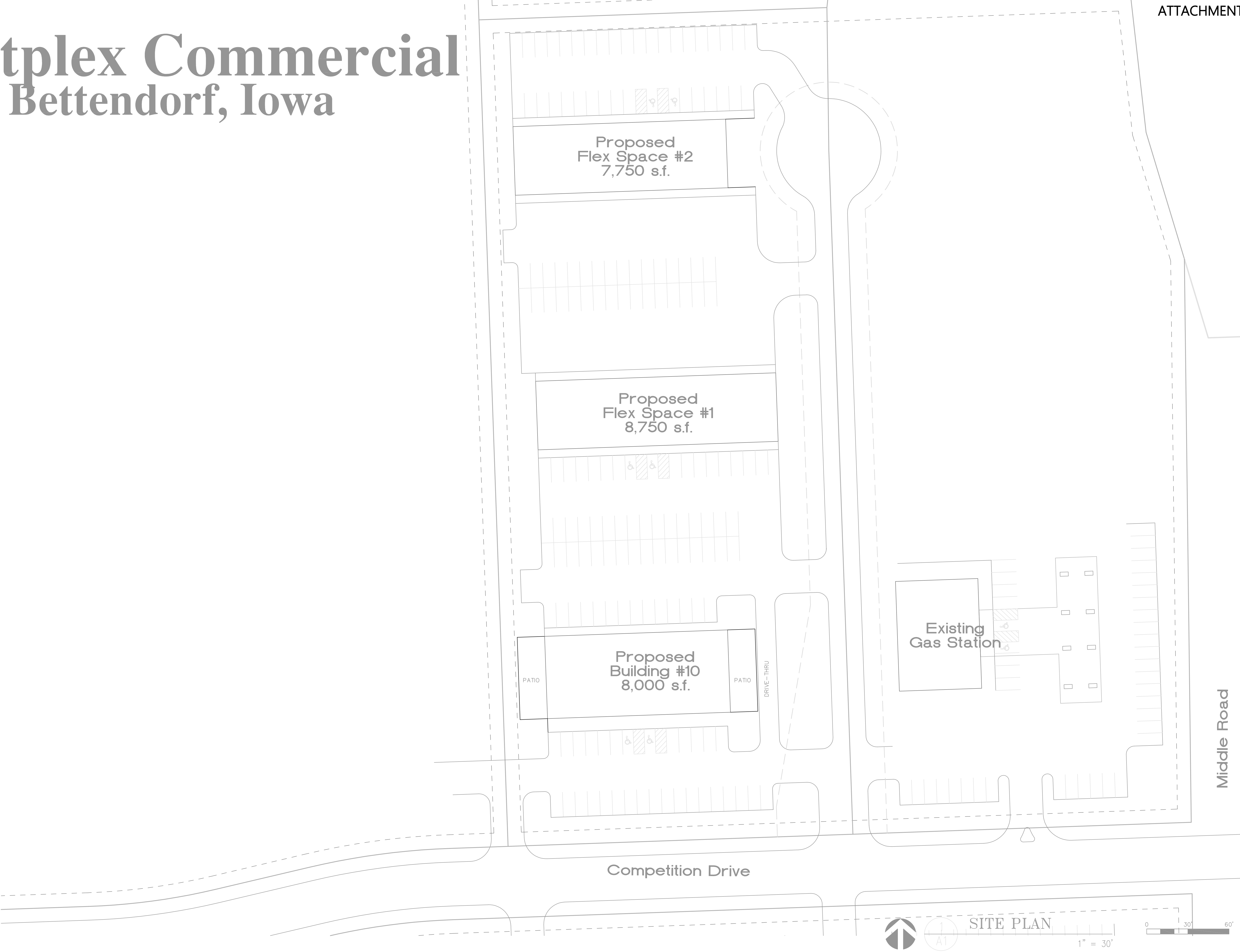
AREA TABLE		LINE TABLE		
LOT	AREA S.F.±	AREA AC.±	LINE	DISTANCE
LOT 1	103,472 SF±	2.38 AC±	L1	S 02°01'00" E 32.00'
LOT 2	54,283 SF±	1.25 AC±	L2	N 02°01'00" W 77.40'
LOT 3	85,843 SF±	1.97 AC±	L3	N 87°59'00" E 28.21'
LOT 4	99,845 SF±	2.29 AC±	L4	S 02°02'51" E 172.90'
LOT 5	56,081 SF±	1.29 AC±	L5	S 02°01'00" E 279.71'
LOT 6	151,594 SF±	3.48 AC±	L6	N 87°59'00" E 42.47'
LOT 7	113,565 SF±	2.61 AC±	L7	N 76°44'00" E 70.66'
LOT 8	104,462 SF±	2.40 AC±	L8	N 87°59'00" E 42.47'
			L9	S 16°50'07" E 42.28'
			L10	S 16°50'07" E 54.09'
			L11	N 02°01'00" W 45.83'
			L12	N 00°45'31" W 104.29'



Bettplex Commercial

Bettendorf, Iowa

ATTACHMENT E



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REVISIONS
△ date
△ date
△ date
△ date

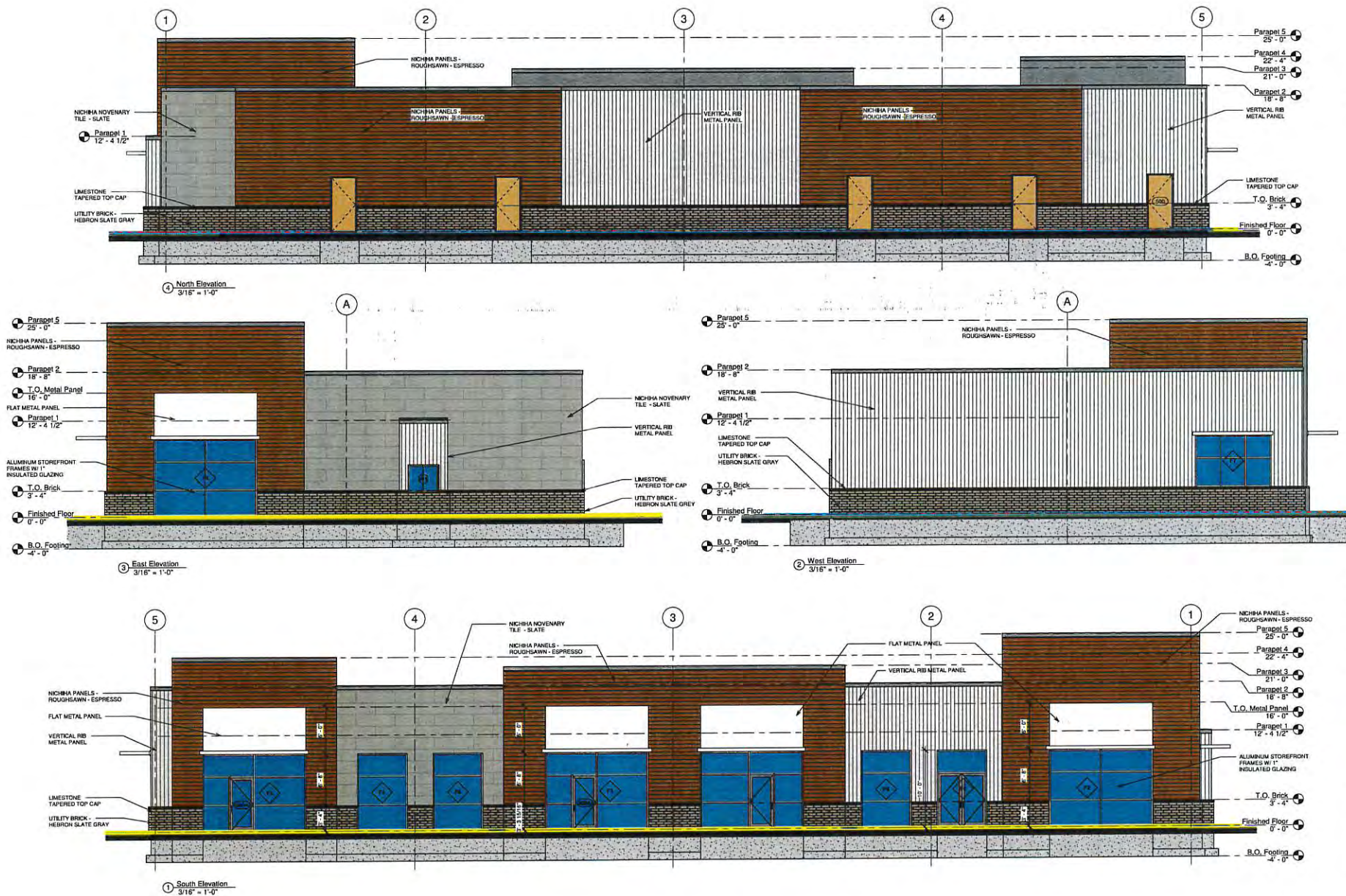
Preliminary Site Plan for:
Bettplex Commercial
Middle Road + Forest Grove Drive, Bettendorf, Iowa

Build to Suit
INCORPORATED
1805 State Street Suite 101, Bettendorf, Iowa 52722
Ph: 563-355-2022 Fax: 563-355-7806

PRELIMINARY
SITE PLAN
DATE
26 April 2021

A1

PROJECT NO.
#01617



4515 42nd Avenue
Rock Island, IL 63201
Phone: 314.996.1000
Fax: 314.996.1001
www.josepharchitect.com

JOSEPH ARCHITECTURAL GROUP, P.C.

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REVISIONS

△ △ △ △

Preliminary Drawings for:
Bettplex Retail #10
Bettendorf, Iowa

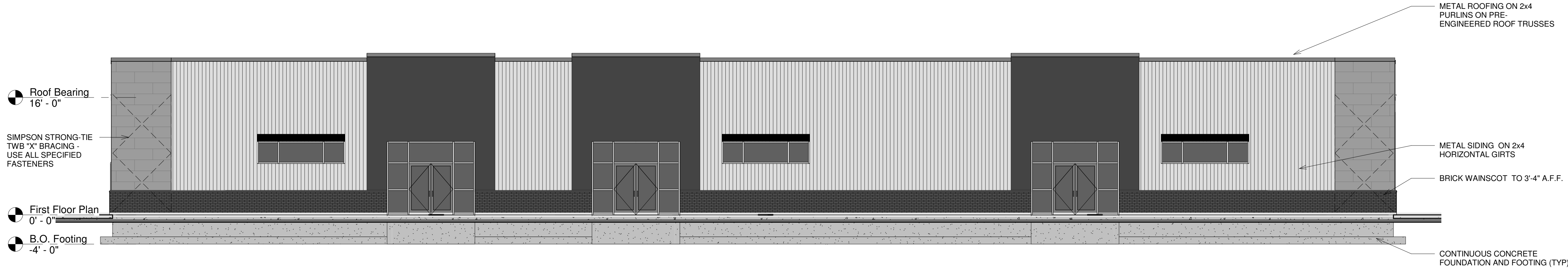
BTS
BUILD TO SUIT, INC.
1405 State Street, Suite 101, Bettendorf, IA 52022
Ph: 319.333.4223

Elevations

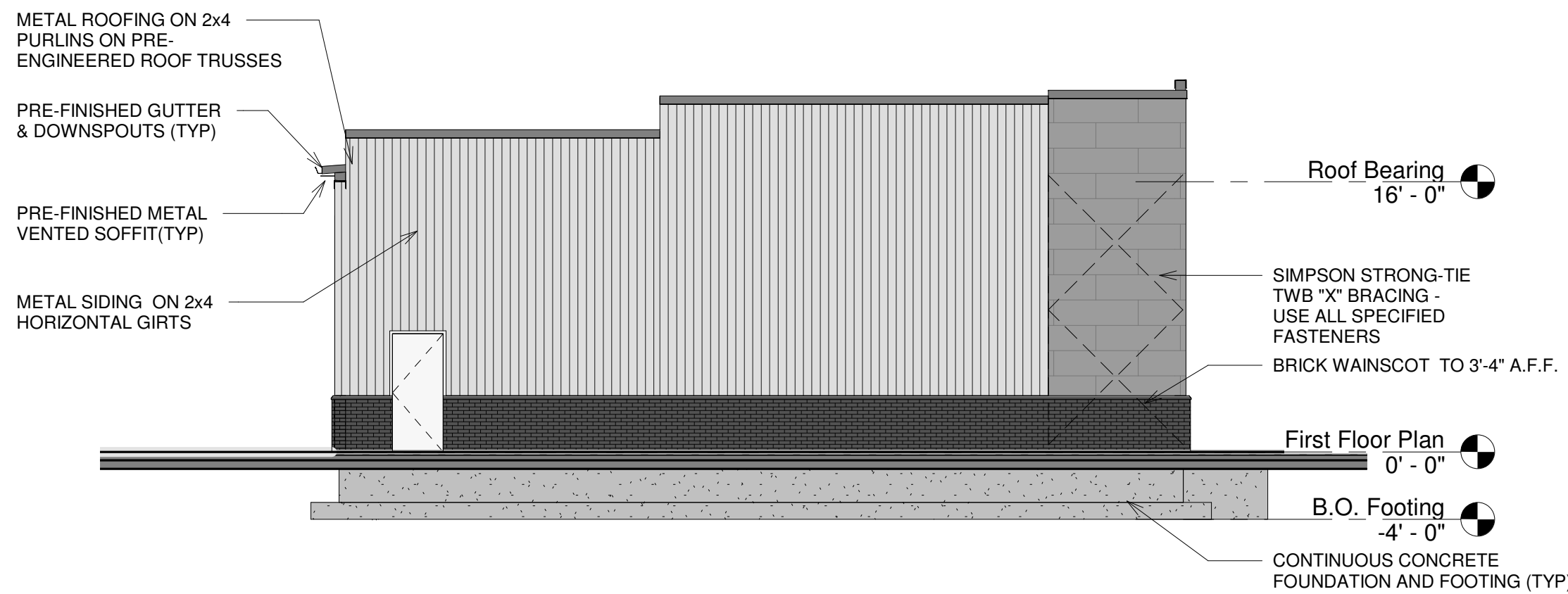
DATE
11 May 2021

A4
PROJECT
NO.

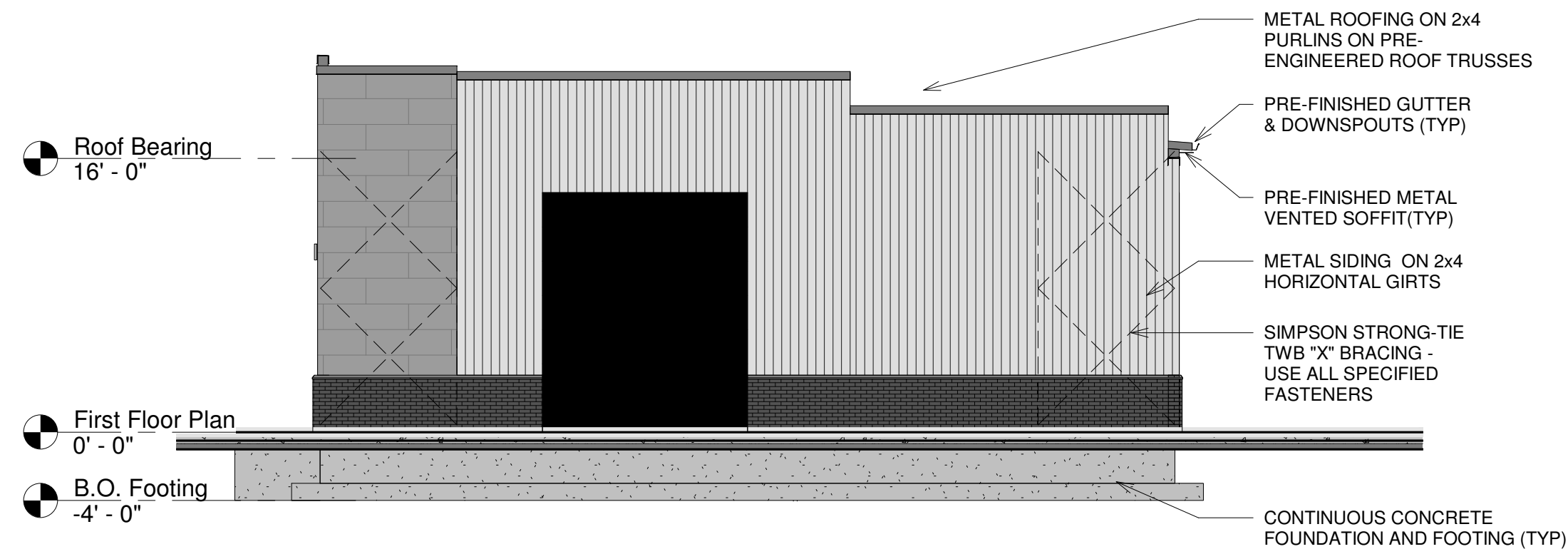
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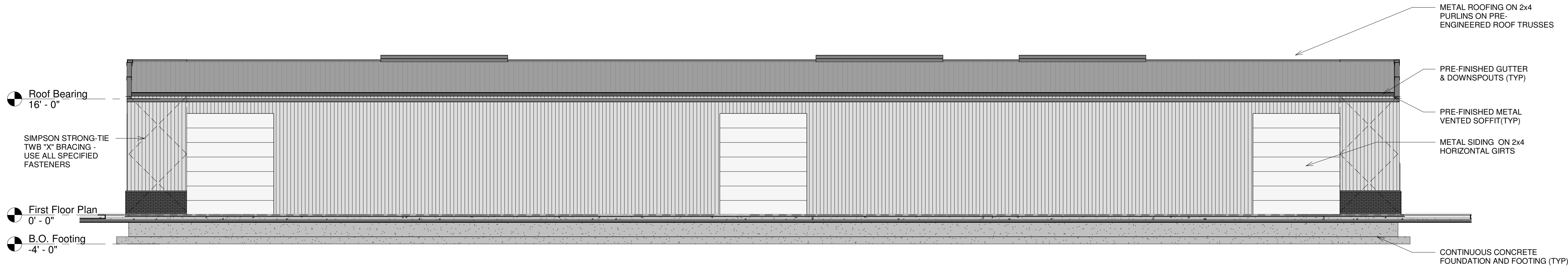
4 South Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"



3 East Elevation
1/8" = 1'-0"



1 North Elevation
1/8" = 1'-0"



COMMUNITY DEVELOPMENT

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

May 19, 2021

Staff Report

Case No. 21-036

Location: Northwest of the intersection of Middle Road and Competition Drive – Rezoning

Applicant: Focus Real Estate Development

Current Zoning Classification: C-7, Regional Entertainment District

Proposed Zoning Classification: C-3, General Business District

Current Land Use Designation: Community Commercial

Background Information and Facts

Focus Real Estate Development has submitted a rezoning request for a 3.48-acre parcel located northwest of the intersection of Competition Drive and Middle Road and south of Interstate 80 (see Aerial Photo - Attachment A). The petitioner is requesting a rezoning from C-7, Regional Entertainment District to C-3, General Business District. The land use category for this site is Community Commercial (see Future Land Use Map - Attachment B). The area to be rezoned is Lot 6 of Bettplex Second Addition (see Final Plat - Attachment C). Lot 6 is intended for commercial use (see Concept Plan - Attachment D). The building designs will be similar to other commercial buildings in the surrounding area (see Elevations - Attachment E).

Land Use

The future land use designation for the site is Community Commercial which facilitates a rezoning to C-3, General Business District. Retail and restaurant uses will go into the proposed structures. Surrounding properties are generally zoned commercially. Planned Unit Development (PUD) is present to the east across Middle Road. Agricultural/Urban Reserve is present on the south side of Forest Grove Drive (see Zoning Map - Attachment F).

Utilities

Utilities are available along Middle Road and from the subdivisions south of Competition Drive. Water service and electrical will originate along Competition Drive from the south. It is the responsibility of the property owner to connect to all utilities. Sanitary sewer is available for connection to the southwest of the site.

Thoroughfare Plan/Access

The main access to the site will originate from Middle Road via Competition Drive. A secondary route is from Forest Grove Drive to Championship Drive to Competition Drive.

Storm Water Detention

Storm water detention is required, and the design for a detention basin to the north of this lot will accommodate the runoff from this lot.

Recommended Action

Staff recommends the Planning and Zoning Commission approve the rezoning. With Middle Road acting to bring interstate traffic into Bettendorf and Forest Grove Drive being improved with utilities and updated paving, the volume of activity will increase supporting these types of land uses.

Staff would add the following conditions to approval of the rezoning request:

1. Approval of the rezoning does not waive any applicable city, state, or federal provisions as required by law.
2. Designs for the site must be provided during the site development plan process with approval by City Council prior to the issuance of building permits.

Respectfully submitted,

Greg Beck
City Planner

May 24, 2021

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

SUBJECT: Planning and Zoning Commission's decision on the rezoning of Lot 6, Bettplex
Second Addition, C-7 to C-3, submitted by Focus Real Estate Development. (Case
21-036)

Honorable Mayor and Members of the City Council:

On May 19, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named rezoning request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

4. Case 21-036; Lot 6, Bettplex Second Addition, C-7, Regional Entertainment District to C-3 General Business District, submitted by Focus Real Estate Development.

Beck reviewed the staff report.

Kappeler asked if there is any connectivity from the easement to the north. Beck explained that there will be no connection. Kappeler commented that there is only one way in and out. Beck stated that had 52 feet of right-of-way for a city street been platted, the resultant narrowness of the two lots adjacent to the easement would have precluded development. Morlok added that the two lots to the north and east of Lot 6 are used for storm water detention and the soccer fields for the sports complex. He stated that no further accesses will be allowed on Middle Road.

Wennlund commented that during the upcoming site development plan review, he would be paying close attention as to whether there is enough queueing space for the drive-thru shown on the concept plan for Building 10 given the amount of traffic already generated by the convenience store. He asked what the timeframe for the Forest Grove Drive reconstruction project. Morlok stated that the design is approximately 40 percent complete. He explained that because there is federal aid involved, there is a regimented schedule for when plans need to be turned in to the Iowa DOT. He indicated that the first set of plans to be checked by the Iowa DOT is due in a few weeks. Morlok stated that there will likely be a December 2021 or January 2022 letting for the project with construction to begin next fall. He added that it will be a full reconstruction from International Drive through the Middle Road intersection and north on Middle Road to the Competition Drive intersection.

Wennlund asked if there would be a realignment of Middle Road to make it more perpendicular to Forest Grove Drive. Morlok explained that the three intersections, two of which are signalized, in the project area will be replaced with roundabouts. He indicated that the Middle Road and Forest Grove Drive roundabout would be elongated in shape because of the current intersection alignment. He commented that while a realignment was considered, it is not going to be part of the project because of the large amount of property acquisition that would be required.

Kevin Koellner, the applicant, stated that he had just met with his engineer to review proposed site plans and that the drive-up for Building 10 will be taken out. He added that there will be patios on either end of the building. He stated that the driveway on the west side of the lot will align with that for the Cambria Hotel and which should funnel traffic away from Kwik Star.

On motion by Kappeler, seconded by Stoltenberg, that the rezoning of Lot 6, Bettplex Second Addition from C-7 to C-3 be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



MEETING DATE: June 15, 2021

REQUESTED BY: Brent O. Morlok, P.E.
City Engineer

WARD: 5 / 3

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zones Enumerated" by adding a No Parking Zone on International Drive at Forest Grove Drive and a No Parking Zone on 26th Street, north of Central Avenue.

Explanation:

The Police Department has taken several complaints of vehicles parking on International Drive just south of the Forest Grove Drive intersection as well as on 26th Street north of Central Avenue and just south of the alley, both of which are creating hazardous conditions due to a lack of sight distance for oncoming traffic. Engineering has reviewed the geometrics of the intersections and agrees that No Parking zones should be added at both locations to provide drivers better visibility and increase intersection 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 AMENDING BETTENDORF CITY CODE SECTION 6-1-131,
“NO PARKING ZONES ENUMERATED” BY ADDING A NO PARKING ZONE ON
INTERNATIONAL DRIVE AT FOREST GROVE DRIVE AND A NO PARKING ZONE
ON 26TH STREET, NORTH OF CENTRAL AVENUE

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

- International Drive, on both sides, from 75 feet south of Forest Grove Drive to Forest Grove Drive
- 26th Street, on the east side, from 25 feet south of the alley north of Central Avenue to the alley north of Central Avenue

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 _____, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MEETING DATE: June 15, 2021
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Ordinance amending the Bettendorf City Code Section 6-1-285 “Speed Restrictions” by adding a School Zone on Forest Grove Drive.

Explanation:

Construction on the new Pleasant Valley School District Forest Grove Drive Elementary School is nearing completion and will open in August 2021. With the higher speed limit on Forest Grove Drive, a School Zone is needed to provide proper safety for students and drivers. The main school crosswalk will be located east of the school at the intersection of Forest Grove Drive and Spring Creek Drive (Forest Grove Drive Park entrance), so the School Zone will extend to that point. A new recreational trail connecting both sides of the park as well as the school is currently being constructed and will be in place before the school opens.

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. _____-21

ORDINANCE AMENDING THE BETTENDORF CITY CODE SECTION
6-1-285 "SPEED RESTRICTIONS"
BY ADDING A SCHOOL ZONE ON FOREST GROVE DRIVE.

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

Forest Grove Drive from 2,315 feet east of Middle Road to 200 feet east of Spring Creek Drive, 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 _____, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



MEETING DATE: June 15, 2021

COUNCIL LETTER

REQUESTED BY: Schadt

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

- **Ordinance amending Bettendorf City Code Section 8-2-6-D by updating language in the City Code regarding utility billing frequency to be consistent with current practice**

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

Staff is recommending important changes related to billing for the sewer, stormwater and solid waste utilities.

City Code currently addresses the frequency of utility billing by aligning it with Iowa American Water's billing cycle. Since Iowa American has changed to monthly billing for all accounts, this part of the code is inconsistent with our practice of quarterly billing for most accounts. Monthly billing would require a significant increase in staffing. Because this is a change to the City Code, an ordinance is required. The June 15th reading will be the second of three readings of the ordinance.

ATTACHMENTS:

- Ordinance

**AN ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 8-2-6-D BY
UPDATING BILLING PRACTICES FOR THE STORMWATER UTILITY, SEWER
UTILITY, AND SOLID WASTE ENTERPRISE ACTIVITIES OF THE CITY**

Whereas, utility billing frequency is described in the City Code to be consistent with Iowa American Water billing frequency.

Whereas, Iowa American Water's change to monthly billing frequency is inconsistent with the City's quarterly billing.

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

Section One. Section 8-2-6-D

Section 8-2-6-D of the municipal code is hereby deleted, and the following substituted therefore, effective immediately:

"Measurement By Meters: Such rates or charges shall be based upon the amount of water supplied by the Iowa-American Water Company, as shown by the water meter readings of that company."

Section Two. Full Force and Effect.

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

Section Three . Repealer.

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

Section Four . Severability of Provisions.

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

Passed, Approved, and Adopted this 6th day of July, 2021.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

**CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES**

JUNE 15, 2021

The City Council of Bettendorf, Iowa met in regular session on June 15, 2021 at 7:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

The City of Bettendorf continues to follow CDC Guidelines with respect to the current COVID-19 situation. Additionally, the City of Bettendorf broadcasted this public meeting online at <http://www.bettendorf.org/live-meeting>.

Council Members Present: Brown, Connors, Naumann, Sechser, Baden, Webster

Council Members Absent: Adamson

Presiding: Mayor Pro Tem Scott Naumann

Mayor Gallagher is on vacation and 2nd Ward Alderman and Mayor Pro Tem Scott Naumann presided over tonight's meeting.

Mayor Pro Tem Naumann opened the meeting with the Pledge of Allegiance followed with an Invocation given by Bettendorf Police Chaplain and Pastor of Hope Baptist Church, Pastor Mark Cannon.

PUBLIC REQUESTS OF COUNCIL

Susan Berger of 3625 Cedar Wood Court addressed the Council with her opposition and concerns regarding the location of a new Aldi's grocery Store at Devils Glen Road and Belmont Road. City Administrator Decker Ploehn and Economic Development Director Jeff Reiter responded, and Council Member Scott Webster and Mayor Pro Tem Naumann commented.

No one else addressed the Council and the session was closed.

PUBLIC HEARING REGARDING THE AUBURN COURT LIFT STATION ABANDONMENT PROJECT

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

RESOLUTION

Council Member Baden presented a resolution approving the plans, specifications and form of contract for the Auburn Court Lift Station Abandonment Project and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

PUBLIC HEARING REGARDING THE 2021 ALLEY REHABILITATION PROGRAM

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Pro Tem Naumann asked for any questions from Council. Council Member Sechser questioned staff and Public Works Director Brian Schmidt responded. Mayor Pro Tem Naumann verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Pro Tem Naumann then opened the Public Hearing. No one else addressed 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 2021 Alley Rehabilitation Program and made a motion to approve the resolution as presented. Council Member Sechser seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

PUBLIC HEARING AND FIRST READING OF AN ORDINANCE AMENDING BETTENDORF, IOWA ZONE MAP FOR LOT 6, BETTPLEX SECOND ADDITION, C-7 TO C-3

Community Development Director Mark Hunt gave an explanation of the ordinance, and City Administrator Decker Ploehn commented. Mayor Pro Tem Naumann verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Pro Tem Naumann asked for any questions from Council. Council Member Webster questioned staff and Community Development Director Mark Hunt, Economic Development Director Jeff Reiter and City Administrator Decker Ploehn responded. Mayor Pro Tem Naumann then opened the Public Hearing. No one else addressed the Council and the Public Hearing was closed.

ORDINANCE

Council Member Webster presented the first reading of an ordinance amending the Bettendorf, Iowa Zone Map for Lot 6, Bettplex Second Addition which is generally located northwest of the intersection of Competition Drive and Middle Road, C-7, Regional Entertainment District to C-3, General Business District, and made a motion to approve the resolution as presented. Council Member Baden seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ORDINANCE – FIRST READING REGARDING AMENDING BETTENDORF CITY CODE SECTION 6-1-131, “NO PARKING ZONES ENUMERATED” BY ADDING A NO PARKING ZONE ON INTERNATIONAL DRIVE AT FOREST GROVE DRIVE AND A NO PARKING ZONE ON 26TH STREET, NORTH OF CENTRAL AVENUE

Council Member Connors presented the first reading of an ordinance amending Bettendorf City Code Section 6-1-131, “No Parking Zones Enumerated” by adding a No Parking Zone on International Drive at Forest Grove Drive and a No Parking Zone on 26th Street, north of Central Avenue, and made a motion to approve the ordinance at its first reading as presented. Council Member Sechser seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ORDINANCE – FIRST READING REGARDING AMENDING BETTENDORF CITY CODE SECTION 6-1-285, “SPEED RESTRICTIONS” BY ADDING A SCHOOL SPEED ZONE ON FOREST GROVE DRIVE

Council Member Baden presented the first reading of an ordinance amending Bettendorf City Code Section 6-1-285, “Speed Restrictions” by adding a School Speed Zone on Forest Grove Drive, and made a motion to approve the ordinance at its first reading as presented. Council Member Webster seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ORDINANCE – SECOND READING AMENDING BETTENDORF CITY CODE SECTION 8-2-6-D BY UPDATING BILLING PRACTICES FOR THE STORMWATER UTILITY, SEWER UTILITY, AND SOLID WASTE ENTERPRISE ACTIVITIES OF THE CITY

Council Member Sechser presented the second reading of an ordinance amending Bettendorf City Code Section 8-2-6-D by updating billing practices for the Stormwater Utility, Sewer Utility, and Solid Waste Enterprise Activities of the City, and made a motion to approve the ordinance at its second reading as presented. Council Member Webster seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ORDINANCE – THIRD AND FINAL READING REZONING OF THE WOODLANDS 5TH ADDITION (PROPOSED), A-1, AGRICULTURAL/URBAN RESERVE DISTRICT TO R-2, SINGLE-FAMILY RESIDENCE DISTRICT

Council Member Brown presented the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for The Woodlands 5th Addition which is generally located east of Pandit Drive and south of Ontario Drive, A-1, Agricultural/Urban Reserve District to R-2, Single-Family Residence District, and made a motion to approve the ordinance at its third and final reading as presented. Council Member Connors seconded the motion. Mayor Pro Tem Naumann asked for any discussion from Council. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

CONSENT AGENDA

Mayor Pro Tem Naumann asked for a motion to approve the Consent Agenda as presented. Council Member Webster made a motion to approve the Consent Agenda as presented, and Council Member Brown seconded the motion. Mayor Pro Tem Naumann asked Council for any questions on the Consent Agenda. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Webster (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

SUPPLEMENTAL

Mayor Pro Tem Naumann gave a shout out to his dad who would have been 100 years old today.

Police Chief Keith Kimball gave a brief update regarding the incident at Premier Picks Auto, an arrest will be made tomorrow morning as the person is turning himself in.

Mayor Pro Tem Naumann thanked the students from Trinity College of Nursing who were in attendance at tonight's meeting.

ADJOURNMENT

There being no further business, Council Member Webster made a motion to adjourn and Council Member Connors seconded the motion. The meeting was adjourned at approximately 7:30 p.m.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

CONSENT AGENDA
JUNE 15, 2021

**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 June 1, 2021 (Approve and Adopt)
- B. Resolution to facilitate distributions from Sharon K. Tracy Trust. (Approve and Adopt)
- C. Resolution authorizing the purchase of maintenance service and licensing to continue using Cartegraph Open Management System Workflow and Asset Management Software. (Approve and Adopt)
- D. Resolution setting the date for a public hearing and directing the advertising of bids for the Crow Creek Park Quarry Parking Lot Reconstruction Project. (Approve and Adopt)
- E. Resolution setting the date for a public hearing to amend the Bettendorf Municipal Code, by amending Title 12, entitled "Subdivision Regulations" and Title 7, entitled "Public Ways and Property". (Approve and Adopt)
- F. Resolution authorizing the Director of Public Works to execute a temporary construction easement with the United States Postal Service for the Public Works Entrance Rehabilitation Project. (Approve and Adopt)
- G. Resolution awarding the contract and approving the contract and bond for the 2021 Rural Road Sealcoat Project. (Approve and Adopt)
- H. Resolution approving the final plat of The Woodlands 5th Addition, submitted by Windmill Development, LLC (Case 21-027). (Approve and Adopt)
- I. Resolution reapproving the final plat of Kristine Addition, submitted by Dan Elias of REEM, LLC and TGS, LLC (Case 21-018). (Approve and Adopt)
- J. Resolution authorizing the Mayor and City Administrator to sign an Agreement with the Iowa Communities Assurance Pool for Liability, Property Insurance and IMWCA for Workers Compensation Insurance Coverage for the period July 1, 2021 through June 30, 2022. (Approve and Adopt)
- K. Resolution approving the job description, pay grade and recruitment process for the Garage-Transit Coordinator position in the Public Works Department. (Approve and Adopt)
- L. Resolution approving an extended outdoor service area and outdoor event on June 26, 2021 for Purgatory's Pub, 2104 State Street. (Approve and Adopt)
- M. Resolution approving an extended outdoor service area on July 3, 2021 for QC Mart, 2545 18th Street, and Los Amigos, 2322 Spruce Hills Dr. (Approve and Adopt)
- N. Resolution approving annual mobile food unit license renewals for CC&B Mobile Food; LaFlama; and Floyds Burgers & Sliders. (Approve and Adopt)
- O. Resolution approving a liquor license renewals and requests. (Approve and Adopt)
- P. Bills (Approve payment and direct City Clerk to issue checks in respective amounts)



MEETING DATE: July 6th, 2021

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 the purchase of carpeting for the QC Waterfront Convention Center as proposed by Mohawk Carpet Distribution, Inc, and its affiliates, in the amount of \$120,872.55.

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

The carpet at the QC Waterfront Convention Center needs to be replaced due to normal wear and tear. The Isle has requested using Mohawk Carpet Distribution, Inc, because it is the only vendor that can supply a product similar to the original. The replacement is budgeted in the QCWCC Capital Replacement Fund.

ATTACHMENTS:

- Resolution authorizing the purchase of carpeting for QC Waterfront Convention Center.

RESOLUTION NO. _____ - 21

**Resolution authorizing the purchase of carpeting for the
Waterfront Convention Center.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BETTENDORF, IOWA**, that staff is hereby authorized to contract Mohawk
Carpet Distribution, Inc, and its affiliates, to provide carpet at the QC Waterfront
Convention Center at a cost of \$120,872.55.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk ☐



MEETING DATE: July 6, 2021

COUNCIL LETTER

REQUESTED BY: Kimball

VISION:

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

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

- Resolution authorizing the purchase of twenty-two Panasonic Toughbook mobile computer systems for use by police and 5 years of support and maintenance for these systems sold by Mooring Tech. These ToughBooks replace laptops that have been in service 6 years are currently out of warranty and relatively expensive to repair or refurbish.

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

Our city has been running semi-rugged laptop (mobile computers) in our squad cars for the past twenty years. We have standardized on either Dell or Panasonic ToughBook semi-rugged solutions. Our police officers have selected the Panasonic solutions so we are replacing our existing aging ToughBooks with a new model of ToughBooks. We find it wise to purchase all of our ToughBooks at once approximately every 5-6 years keep hardware and software standard in all the squad cars.

We have 3 different quotes for the same model of laptop manufactured by Panasonic and are planning to purchase from Mooring Tech, who was the vendor that offered the lowest quoted price.

The purchase price for the 22 laptops as quoted will be \$54,890. We are also taking the added option of extending the manufacturer's warranty to 5 years for the added cost of \$6,380. The total price of the order from Mooring Tech will be \$61,270. This project also will include additional expenses related to software, docking solutions and more computing hardware.

The appropriate amount has been budgeted for use on this expense in each appropriate fiscal year.

ATTACHMENTS:

- Resolution authorizing the purchase Panasonic ToughBook mobile computing systems and system support to cover the next five years.
- Quotes

RESOLUTION NO: _____ -21

RESOLUTION AUTHORIZING THE PURCHASE OF 22 PANASONIC
TOUGHBOOK MOBILE COMPUTERS AND 5 YEARS OF SYSTEM SUPPORT.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BETTENDORF, IOWA, that the Chief of Police is hereby authorized to enter
into a purchase agreement with Mooring Tech, Corporation to deliver 22 Panasonic
ToughBook FZ-55 laptops as described in attached quote with 5 years of manufacturer's
warranty for the cost of \$61,305.

Passed, Approved, and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Quote from Mooring Tech, Inc.

Prepared by:

Mooring Tech, Inc.
Michael Cayes
(877) 532-8088
mcayes@mooringtech.com

Ship To:

City of Bettendorf Police Department
1609 State Street
Bettendorf, IA 52722
Craig DeDecker
(563) 344-4015
cdedecker@bettendorf.org

Bill To:

City of Bettendorf Police Department
1609 State Street
Bettendorf, IA 52722
Craig DeDecker
(563) 344-4015
cdedecker@bettendorf.org

Quote Information:

045692
Version: 3
Delivery Date: 06/16/2021
Expiration Date: 07/11/2021

Please be advised – Panasonic TOUGHBOOK laptops, tablets, handhelds, accessories and vehicle mounting solutions can often carry unknown lead-times of **30 to 60 days or longer**. ETA's can change or take time to initially obtain. Part numbers or SKUs frequently evolve or are modified abruptly. It is common for accessories to be on backorder and to ship separately at a future date. Please communicate all time-related and urgent needs with your sales rep. **Sales tax will be applicable when shipping within the state of GA to an end-user that is not tax-exempt.**

FZ-55 + touchscreen + 4G LTE + dGPS

DESCRIPTION	PRICE	QTY	EXT. PRICE
1 FZ-55C060CVM Win10 Pro, Intel Core i5-8365U 1.6GHz, vPro, 14.0" FHD 1000 Nit Gloved Multi Touch, 512GB SSD, 8GB, Intel Wi-Fi, Bluetooth, TPM 2.0, 4G LTE Band 14 (EM7511), dGPS, Dual Pass (Ch1:dGPS/Ch2:WWAN), Infrared WebCam, Emissive Backlit Keyboard, Flat	\$2,495.00	22	\$54,890.00
2 CF-SVCLTEXT2Y Extends Panasonic's Standard Manufacturer's Warranty to 4th/5th Year (this is the normal, non-accidental damage warranty)	\$290.00	22	\$6,380.00
Subtotal:			\$61,270.00

SHIPPING

DESCRIPTION	PRICE	QTY	EXT. PRICE
1 FedEx Ground	\$35.00	1	\$35.00
Subtotal:			\$35.00

Quote Summary

DESCRIPTION	AMOUNT
FZ-55 + touchscreen + 4G LTE + dGPS	\$61,270.00
SHIPPING	\$35.00
Total:	\$61,305.00

Pricing valid through quote expiration date or while supplies last ONLY. Availability and part numbers subject to change without notice. Taxes,



www.mooringtech.com - (877) 532-8088

shipping, handling and other fees may be applicable. Mooring Tech reserves the right to cancel an order due to pricing or other errors. Panasonic TOUGHBOOK computers, accessories and vehicle mounting equipment are custom solutions, often with long lead-times and typically cannot be returned.

Mooring Tech, Inc.

Signature: _____
Name: Michael Cayes
Title: General Manager
Date: 06/16/2021

City of Bettendorf Police Department

Signature: _____
Name: Craig DeDecker
Date: _____



Estimate

#1368

205 N High St
PO Box 14
Baxter IA 50028
United States

06/11/2021

Bill To

City Of Bettendorf
1609 State Street
Bettendorf IA 52722
United States

Ship To

City Of Bettendorf
1609 State Street
Bettendorf IA 52722
United States

TOTAL

\$64,809.80

Expires: 09/09/2021

Sales Rep	Customer No.	Primary Contact	Shipping Method
Joel Wilkerson	61	Craig DeDecker	Bestway

Item	Description	Quantity	MSRP	Discount	Rate	Amount
	Craig DeDecker City of Bettendorf Information Systems and On-Call: 563-344-4465 My Office: 563-344-4050 My Cell: 563-529-0697					
NASPO-IA	This quote is governed by the terms and conditions of NASPO Contract MNWNC-124	1	\$0.00	Base Price	\$0.00	\$0.00
Computer	-----					
FZ-55C060CVM	Toughbook 55, WIN10, i5-8365U 1.9GHz, vPro, 14" Touch Screen 512GB, 8GB, Wifi, LTE, dGPS,D	22	\$3,054.00	15%	\$2,595.90	\$57,109.80
CF-SVCLTEXT2Y	Extended Warranty - Laptop (Years 4 & 5)	22	\$350.00	Base Price	\$350.00	\$7,700.00

Subtotal	\$64,809.80
Shipping Cost	\$0.00
Tax (%)	\$0.00
Total	\$64,809.80



1368



A Lifeline in the
Moments that Matter

TIM COONEY
2040 RADISSON ST.
GREEN BAY, WI 54302
PHONE: 920-544-4282
FAX: 920-468-8615
tcooney@baycominc.com

CITY OF BETTENDORF
CRAIG DE DECKER
1609 STATE ST.
BETTENDORF, IA 52722
6/15/2012
563-344-4050
cdedecker@bettendorf.org

QUOTE NO. TC20210615FKrev1

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
State Contract# 505ENT-O16-NASPOCOMPUT-02			
22	Panasonic Toughbook FZ-55C060CVM Intel Core i5-8365U 1.6GHz vPro Processor 14" Full HD LED Gloved Touch Display 8GB SDRAM 512GB Solid State Hard Drive 4G LTE Multi-Carrier WWAN Dedicated GPS Dual RF Pass Thru 802.11a/b/g/n/ac Ethernet NIC 10/100/1000 Bluetooth v4.0 Windows 10 Pro Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Parts & Labor Warranty	\$2,656.00	\$58,432.00
OPTIONS:			
22	CF-SVCLTEXT2Y 2 Year Warranty Extension	\$304.00	\$6,688.00

Payment Terms: Net 30 Days	EQUIPMENT COST:	\$65,120.00
Quotation Good for 90 Days	SHIPPING:	Included
<i>We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.</i>	TAX:	Exempt
Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (http://terms.baycominc.com)	TOTAL:	\$65,120.00

Approved By: _____ / _____
AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Tim Cooney at 920-544-4282





MEETING DATE: July 6, 2021

REQUESTED BY: Schadt

COUNCIL LETTER

VISION:

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

ITEM TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, TO RENEW OUR ANNUAL SOFTWARE MAINTENANCE AGREEMENT

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

This agreement will be a renewal for our existing Financial Management software that resides on the IBM System I midrange computer. The agreement will provide software maintenance support, licensing, and updates for the following applications: General Ledger, Accounts Receivables, Purchasing/Inventory, Cash Receipts, Fixed Assets and Payroll/Personnel.

ATTACHMENTS:

- **Resolution authorizing the renewal of an annual software support agreement with CentralSquare Technologies**
- **Invoice**

RESOLUTION _____ - 21

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
CENTRALSQUARE TECHNOLOGIES, TO RENEW OUR ANNUAL
SOFTWARE MAINTENANCE AGREEMENT**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BETTENDORF, IOWA**, that the Director of Finance is hereby
authorized to enter into an agreement with CentralSquare Technologies to
renew the annual software maintenance contract to the City in the amount
of \$67,028.04.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

ATTEST:

Decker P. Ploehn, City Clerk



Invoice

Invoice No (1 of 1)	Date	Page
316712	5/5/2021	1 of 2

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

City of Bettendorf
Terry Allen
1609 State Street
Bettendorf IA 52722
United States

Ship To

City of Bettendorf
Terry Allen
1609 State Street
Bettendorf IA 52722
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1109LG	City of Bettendorf		USD	Net 30	6/30/2021

Description	Units	Rate	Extended
Contract No. Q-47016			
1 NaviLine Human Resources - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,088.38	\$6,088.38
2 NaviLine P-Card - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,247.64	\$2,247.64
3 NaviLine Document Management Services - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,443.86	\$1,443.86
4 Modifications - Annual Maintenance Fee Modifications Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,400.00	\$1,400.00
5 NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$19,645.00	\$19,645.00
6 NaviLine Fixed Assets-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,920.57	\$6,920.57
7 NaviLine Purchasing/Inventory-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$10,789.81	\$10,789.81
8 NaviLine Accounts Receivable-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,920.57	\$6,920.57
9 NaviLine Payroll/Personnel-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$11,572.21	\$11,572.21



Invoice

Invoice No (1 of 1)
316712

Date
5/5/2021

Page
2 of 2

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Bettendorf
Terry Allen
1609 State Street
Bettendorf IA 52722
United States

Ship To
City of Bettendorf
Terry Allen
1609 State Street
Bettendorf IA 52722
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1109LG	City of Bettendorf		USD	Net 30	6/30/2021

**Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$67,028.04

Tax \$0.00

Invoice Total \$67,028.04

Payments Applied \$0.00

Balance Due \$67,028.04



MEETING DATE: July 06, 2021

COUNCIL LETTER

REQUESTED BY: Schmidt

VISION:

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

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

- Resolution authorizing the purchase of increased licensing to expand the use of ESRI ArcGIS Pro and ArcGIS Online, both for mapping and geolocation resources.

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

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

Annual license fees for this upgraded package will be \$38,500. That constitutes an annual increase of \$10,500 above the currently budgeted amount. We are asked to approve the full expenditure now and the prorated remainder of our current period's payment will be applied to this expanded purchase. This expanded licensing will allow additional city personnel to post maps pertaining to city operations and projects more effectively.

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

ATTACHMENTS:

- Resolution authorizing the payment of the ESRI ArcGIS licensing fees and ESRI ArcGIS Online GIS service fees
- Quote
- Order
- Procurement Request

RESOLUTION NO. _____ - 21

**RESOLUTION AUTHORIZING THE PURCHASE OF INCREASED LICENSING
TO EXPAND THE USE OF ESRI ARCGIS PRO AND ARCGIS ONLINE, BOTH
FOR MAPPING AND GEOLOCATION RESOURCES**

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

WHEREAS, the requested software is a key component of the City's planning, mapping and geographical communication tools and

WHEREAS, ESRI is the only vendor that provides the software and maintenance and has submitted a reasonable bid;

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

That the Director of Public Works is authorized to issue a purchase order to ESRI in the amount \$38,500.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

ATTEST:

Decker P. Ploehn, City Clerk



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/11/2021 To: 9/9/2021*

Quotation # Q-445863

Date: July 1, 2021

Customer # 129145 Contract #

City of Bettendorf
Information Systems
1609 State St
Bettendorf, IA 52722

ATTENTION: Craig DeDecker
PHONE: (563) 344-4050
EMAIL: cdedecker@bettendorf.org

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

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

For questions contact:

Jean Jeannotte

Email:

jjeannotte@esri.com

Phone:

(636) 949-6620 x8526

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

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-445863

Date: July 1, 2021

Customer # 129145 Contract #

City of Bettendorf
Information Systems
1609 State St
Bettendorf, IA 52722

ATTENTION: Craig DeDecker
PHONE: (563) 344-4050
EMAIL: cdedecker@bettendorf.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/11/2021 To: 9/9/2021*

Subtotal:	\$115,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$115,500.00

Bettendorf paid their maintenance renewal on a March renewal date in 2021. Based on the date that we receive the Purchase Order and signed contract for the Small Government Enterprise Agreement, Customer Service/Collections will then issue a credit based on days left in the maintenance year. Both the invoices/credit memo can be returned at the same time, and only the difference needs to be paid.

Jean Jeannotte
Esri Account Manager

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
168440	1	\$4,000.00	\$4,000.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Term Enterprise Agreement			
168440	1	\$4,000.00	\$4,000.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Term Enterprise Agreement			

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

For questions contact:
Jean Jeannotte

Email:
jjeannotte@esri.com

Phone:
(636) 949-6620 x8526

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

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-445863

Date: July 1, 2021

Customer # 129145 Contract #

City of Bettendorf
Information Systems
1609 State St
Bettendorf, IA 52722

ATTENTION: Craig DeDecker
PHONE: (563) 344-4050
EMAIL: cdedecker@bettendorf.org

Environmental Systems Research Institute, Inc.
380 New York St
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Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/11/2021 To: 9/9/2021*

Material	Qty	Unit Price	Total
168440	1	\$4,000.00	\$4,000.00

ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Term Enterprise Agreement

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

For questions contact: Jean Jeannotte	Email: jjeannotte@esri.com	Phone: (636) 949-6620 x8526
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

JEANNOTTEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

City of Bettendorf

Order # 3900455

3900455

Order Number

Complete

Order Status

1/22/2021

Order Date

CC ZEMO

PO Reference

Material	Description	Quantity	Net Price	Term Start	Term End
161348	ArcGIS GIS Server Basic Up to Four Cores Maintenance	1	\$3,000.00	3/17/2021	3/16/2022
154321	ArcGIS Online Creator (Formerly Level 2 Named User) Term License (Pre 4.4 Pricing)	50	\$10,000.00	3/17/2021	3/16/2022
	Subscription ID 5758179243				
109839	ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance	1	\$2,000.00	3/17/2021	3/16/2022
97445	ArcGIS Engine Single Use with Extension Maintenance	1	\$400.00	3/17/2021	3/16/2022
97444	ArcGIS Engine Single Use without Extension Maintenance	1	\$100.00	3/17/2021	3/16/2022
87232	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	1	\$500.00	3/17/2021	3/16/2022
87198	ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	1	\$500.00	3/17/2021	3/16/2022
87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance	5	\$2,500.00	3/17/2021	3/16/2022
	Subscription ID 5758179243				
87194	ArcGIS Desktop Basic Concurrent Use Primary Maintenance	1	\$700.00	3/17/2021	3/16/2022
	Subscription ID 5758179243				
87193	ArcGIS Desktop Basic Single Use Secondary Maintenance	7	\$2,100.00	3/17/2021	3/16/2022
	Subscription ID 5758179243				
87192	ArcGIS Desktop Basic Single Use Primary Maintenance	2	\$800.00	3/17/2021	3/16/2022
	Subscription ID 5758179243				

My Esri Help

52385	ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance	2	\$2,400.00	3/17/2021	3/16/2022
Subscription ID 5758179243					
52384	ArcGIS Desktop Advanced Concurrent Use Primary Maintenance	1	\$3,000.00	3/17/2021	3/16/2022
Subscription ID 5758179243					

Total Price

\$28,000.00

Information may not reflect recent changes.



Sole Source or Preferred Vendor Procurement Request

Check one: ☒ Sole Source Vendor ☐ Preferred Vendor

Please submit this form to the Finance Department

Description of Product/Service: Software maintenance and service for city used ArcGIS software.

Estimated amount of this purchase: \$ \$38,500

For Preferred Vendor purchases, when was the product/service last competitively bid? _____

Department: Finance/IT/Engineering Contact Person: Craig DeDecker

Please provide the following information in order to document the request:

1. Prior to completing this form, please search the following joint purchasing groups that the City belongs to. The City can "piggyback" on to any of the products that these groups have already bid on without going through a separate bid process. Circle the appropriate answer indicating if you can find the item after searching all websites and provide a print screen or send the link to the website where we can find the bid for your item.

LOOK UNDER THE FIRST ONE LISTED **PROCURE SOURCE**.
ONE LOCATION – ONE FORMAT – HUNDREDS OF CONTRACTS



US Communities www.ProcureSource.com
The Cooperative Purchasing Network www.tcpn.org
National Joint Purchasing Alliance www.njpacoop.org
US Communities www.uscommunities.org
State of Iowa Bids www.das.iowa.gov/gse (type contracts in the search bar)
Bi-State Regional Purchasing Council www.bistateonline.org
AEA Purchasing www.aeapurchasing.org
Federal Contracts Corp www.federalcontractscorp.com
HGAC www.hgacbuy.org
Naspo Value Point www.naspovaluepoint.org
National Cooperative Purchasing Alliance www.ncpa.us
National IPA www.nationalipa.org
National Purchasing Partners Gov www.hppgov.com
Keystone Purchasing Network www.thekpn.org
Thomas Net www.thomasnet.com
National Cooperative Purchasing Alliance www.ncpa.us

Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒
Y	☐	N	☒

2. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. **(Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this sole source/preferred vendor purchase.)**

ArcGIS is a proprietary GIS mapping software package that is used by almost every major government entity in the United States that governs parcels of land. There is only one source of this software and that is the company known as ESRI and they're the sole provider of licensing and software upgrades for this software.

3. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?)

Yes, it will continue to increase our investment in ESRI software solutions which in a small way makes it that much more expensive if we ever wanted to completely replace ArcGIS with software or systems from an alternative provider. Currently there isn't an alternative provider in the US but maybe someday there will be.

4. Describe the negotiation efforts, if any that have been made with the supplier to obtain the best possible price. Explain why the price for this product or service is considered to be fair and reasonable.

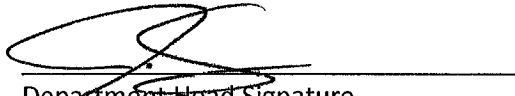
We called and asked the vendor for the best price available to us. I insisted that the vendor trim the package to just include parts that are essential to use the selected system. I asked the vendor to please bid into one of the purchasing cooperatives that we are members of. The vendor said they were already offering us governmental pricing which is the best they offer. I believe the price is generally fair and reasonable since other entities are paying the same prices for these same systems.

I hereby request that a sole source/preferred vendor be approved for the procurement of the above statement of work, material, equipment, commodity, or service.


City Staff making Request

Craig DeDecker
Printed Name

07/01/2021
Date


Department Head Signature

Jason Schadt
Printed Name

7/1/21
Date

I hereby approve the sole source request for the procurement of the product and/or service documented above.


Finance Director Signature

Jason Schadt
Printed Name

7/1/21
Date



MEETING DATE: July 06, 2021

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 the purchase of maintenance service for the use of Tyler technologies Incode utility billing software used for the management and collection of customer payments for sewer and solid waste collection services.**

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

Tyler Technologies Incode has been in use by the city since before year 2005. Incode is a critical software solution the city uses for issuing and managing invoices for storm water, sewer, and solid waste collection. We use Incode to process and code payments and track account statuses. We currently use a custom-built integration to pull in water use volumes and citizen customer list from Iowa American Water Company.

Ongoing annual costs are in our current budget. They will total at least \$27,580.67 per year. This is the listed yearly maintenance fee to continue service and support on existing solution install. This amount has been included in the 2021-22 Budget.

The finance department heavily uses the Tyler Technologies Incode CIS/CRM Software to collect payments for sewer, solid waste / recycling, and storm water. For this reason staff recommends using funds allocated to the sewer enterprise 520-0204-490.21-30, recycling / solid waste management 550-0506-491.21-30, and storm water utility 580-0219-493.21-30.

ATTACHMENTS:

- Resolution authorizing the payment of the Tyler Technologies Incode support and maintenance fees
- Invoice
- Sole Source or Preferred Vendor Procurement Request

RESOLUTION NO. _____ - 21

RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE SERVICE FOR THE USE OF TYLER TECHNOLOGIES INCODE UTILITY BILLING SOFTWARE USED FOR THE MANAGEMENT AND COLLECTION OF CUSTOMER PAYMENTS FOR SEWER AND SOLID WASTE COLLECTION SERVICES.

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

WHEREAS, the requested software is a key component of the City's customer billing and utility service payment system and

WHEREAS, Tyler Technologies is the only vendor that provides the software and maintenance for their Incode software and has submitted a reasonable bid;

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

That the Director of Finance is authorized to issue a purchase order to Tyler Technologies in the amount \$27,580.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

ATTEST:

Decker P. Ploehn, City Clerk



tyler
technologies

Remittance:

Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-335182	06/01/2021	1 of 1

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: City of Bettendorf, IA
Attn: Lori Ulloa
1609 State Street
Bettendorf, IA 52722-4937

Ship To: City of Bettendorf, IA
Attn: Lori Ulloa
1609 State Street
Bettendorf, IA 52722-4937

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42221 - MAIN - MAIN	145180		USD	NET30	07/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Bettendorf, IA, City of				
	Annual fee to support and host Web Site	1	900.00	900.00
	Maintenance Start: 01/Jul/2021, End: 30/Jun/2022			
	Utility Billing Online Component - Annual Fee	1	5,760.00	5,760.00
	Maintenance Start: 01/Jul/2021, End: 30/Jun/2022			
Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022				
Hardware Annual Fees				
	Epson TM-950III Receipt Validation Printer (Parallel)	1		\$1,169.78
Incode CIS/CRM Annual Fees				
	Utility CIS System - 7003.85	1		\$15,838.60
	Service Order Management -			
	Sewer Billing Software Interface Custom - 42			
	Pull Meter Reading information & add new accounts from Water Company input file. - 42			
	Central Cash Collection - 478.93			
	Custom Final Notice Extract - 597.79			
	Custom Billing Extract -			
Incode Financials Annual Fees				
	U/SQL Data Dictionary	1		\$2,752.75
	CIS Payment Import			
	Modify to set up new accounts w/service status			
Third Party System Software				
	AcuCorp AcuServer	1		\$294.54
Tyler University				
	TylerU	1		\$865.00



ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	27,580.67
Sales Tax	0.00
Invoice Total	27,580.67

Vendor # 15938 PO # _____
Inv. Date 7-1-21 Inv. # 025-335182
Acct. # 520-0204-490.21-30
Proj. # _____ Purchased By _____
Description Maint July 21 to June 22
Approved By [Signature] Date 6-3-21

Vendor # 15938 PO # _____
Inv. Date 7-1-21 Inv. # 025-335182A
Acct. # 550-0506-491.21-30
Proj. # _____ Purchased By _____
Description Maint July 21 to June 22
Approved By [Signature] Date 6-3-21

Vendor # 15938 PO # _____
Inv. Date 7-1-21 Inv. # 025-33518.2B
Acct. # 580-0219-493.21-30
Proj. # _____ Purchased By _____
Description Maint July 21 to June 22
Approved By [Signature] Date 6-3-21



Sole Source or Preferred Vendor Procurement Request

Check one: ☒ Sole Source Vendor ☐ Preferred Vendor

Please submit this form to the Finance Department

Description of Product/Service: Software maintenance and service for city used Tyler Technologies.
The Incode Utility Billing software is the product we depend on to bill our citizens for sewer and waste collection services.

Estimated amount of this purchase: \$ \$27,580.67

For Preferred Vendor purchases, when was the product/service last competitively bid? _____

Department: Finance/IT Contact Person: Craig DeDecker

Please provide the following information in order to document the request:

1. Prior to completing this form, please search the following joint purchasing groups that the City belongs to. The City can "piggyback" on to any of the products that these groups have already bid on without going through a separate bid process. Circle the appropriate answer indicating if you can find the item after searching all websites and provide a print screen or send the link to the website where we can find the bid for your item.

LOOK UNDER THE FIRST ONE LISTED **PROCURE SOURCE.**
ONE LOCATION – ONE FORMAT – HUNDREDS OF CONTRACTS

US Communities www.ProcureSource.com	Y ☐	N ☒
-The Cooperative Purchasing Network www.tcpn.org	Y ☐	N ☒
National Joint Purchasing Alliance www.njpacoop.org	Y ☐	N ☒
US Communities www.uscommunities.org	Y ☐	N ☒
State of Iowa Bids www.das.iowa.gov/gse (type contracts in the search bar)	Y ☐	N ☒
Bi-State Regional Purchasing Council www.bistateonline.org	Y ☐	N ☒
AEA Purchasing www.aeapurchasing.org	Y ☐	N ☒
Federal Contracts Corp www.federalcontractscorp.com	Y ☐	N ☒
HGAC www.hgacbuy.org	Y ☐	N ☒
Naspo Value Point www.naspovaluepoint.org	Y ☐	N ☒
National Cooperative Purchasing Alliance www.ncpa.us	Y ☐	N ☒
National IPA www.nationalipa.org	Y ☐	N ☒
National Purchasing Partners Gov www.hppgov.com	Y ☐	N ☒
Keystone Purchasing Network www.thekpn.org	Y ☐	N ☒
Thomas Net www.thomasnet.com	Y ☐	N ☒
National Cooperative Purchasing Alliance www.ncpa.us	Y ☐	N ☒

2. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. **(Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service, if, that is cited as a reason for this sole source/preferred vendor purchase.)**

Incode is a proprietary utility billing and cash collection software package that is used by most of our neighboring city governments that have Iowa American water as their water utility. There is a significant amount of integration between Iowa American Water's system and our billing system which is reliant on our use of Incode. There is only one source of this software and that is the company known as Tyler Technologies and they're the sole provider of licensing and software upgrades for this software.

3. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?)

Yes, it will continue to increase our investment in Tyler Technology software solutions which in a small way makes it that much more expensive if we ever wanted to completely replace Incode with software or systems from an alternative provider. Currently there isn't an alternative provider of service and support for our proprietary Incode system in the US but maybe someday there will be.

4. Describe the negotiation efforts, if any that have been made with the supplier to obtain the best possible price. Explain why the price for this product or service is considered to be fair and reasonable.

We called and asked the vendor for the best price available to us. We insisted that the vendor trim the package to just include parts that are essential to use the selected system. We asked the vendor to please bid into one of the purchasing cooperatives that we are members of. The vendor said they were already offering us governmental pricing which is the best they offer. I believe the price is generally fair and reasonable since other neighboring municipal governmental entities are paying the similar prices for these same systems.

I hereby request that a sole source/preferred vendor be approved for the procurement of the above statement of work, material, equipment, commodity, or service.

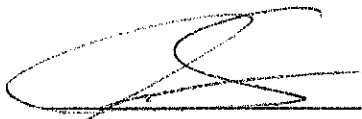
City Staff making Request

Craig DeDecker

Printed Name

07/01/2021

Date



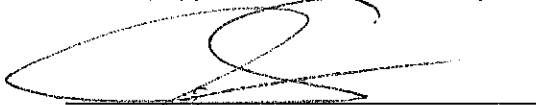
Department Head Signature

Jason Schadt

Printed Name

7/1/21
Date

I hereby approve the sole source request for the procurement of the product and/or service documented above.



Finance Director Signature

Jason Schadt

Printed Name

7/1/21
Date



MEETING DATE: July 6, 2021
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: All

Item Title:

Resolution setting the date for a public hearing to amend the Bettendorf Municipal Code, by amending Title 12, entitled “Subdivision Regulations” and Title 7, entitled “Public Ways and Property”

Explanation:

Staff is proposing several minor changes to Title 12 – Subdivision Regulations and Title 7 – Public Ways and Property, of the Bettendorf Municipal Code. All of the proposed changes have been previously presented to council for review and have also been discussed with local stakeholder groups within the development community. This public hearing has been rescheduled from the initial date of July 6. The proposed changes are as follows:

- Minimum sidewalk width: The current minimum width is four feet (4’). Staff is proposing to increase that to five feet (5’). Federal Americans with Disabilities Act (ADA) guidelines require a turning space that must be five feet (5’) by five feet (5’) to be built every two hundred feet (200’). These are difficult to coordinate in new subdivisions with multiple homes being constructed simultaneously. The proposed revision would eliminate the need for turning spaces. Additionally, staff believes that the next iteration of federal requirements will mandate wider walks.
- Right of Way (ROW) width in new subdivisions: Current City Code requires streets in new subdivisions to be provided a minimum of fifty-two feet (52’) of ROW. With the proposed increase in sidewalk width, the boulevard area between the sidewalk and the back of curb would be reduced by one foot (1’) which reduces the available snow storage. Proposed revision would increase the minimum ROW width to fifty-three feet (53’) and move the sidewalk location from one foot (1’) off the ROW to six inches (6”). This would maintain an equivalent boulevard width and make the location consistent with other surrounding communities.
- Installation of sump pump collection system: Complaints about sump pump discharges are frequently high across the City, either related to ice buildup during the winter or algae buildup during the summer months. Generally there is no place for residents to connect these lines unless a catch basin happens to be adjacent to their property. Proposed revision would mandate the installation of a dedicated sump pump collection system for all new streets. The line would be placed in the same trench as the street subdrain where possible (separate trench if not) and stubs would be provided for connections at each lot. Several other communities in the area have either already mandated this or are in the process of doing so also.

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

There are no expenses to the City associated with these changes.

List Attachments:

Ordinance

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING TO AMEND
THE BETTENDORF MUNICIPAL CODE, BY AMENDING
TITLE 12, ENTITLED "SUBDIVISION REGULATIONS"
AND TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY"

WHEREAS, this Council deems it necessary and advisable to amend the Bettendorf Municipal Code, namely,
Title 12, Entitled "Subdivision Regulations" and Title 7, Entitled "Public Ways and Property"

as hereinafter described.

NOW, THEREFORE BE IT RESOLVED that the council will conduct a public hearing on the final adoption of the proposed ordinance in the City Hall Council Chambers, 1609 State Street, Bettendorf, Iowa at 7:00 o'clock p.m. on the 20th day of July, 2021, and the City Clerk is hereby directed to give notice of the hearing, said notice to be published at least once as provided by law, not less than four (4) nor more than twenty (20) days before the date fixed for the hearing.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

ORDINANCE AMENDING THE BETTENDORF MUNICIPAL CODE BY AMENDING
TITLE 12, ENTITLED "SUBDIVISION REGULATIONS"
AND TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY"

Section One: BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 7-2-6-A-1 is hereby deleted in its entirety and replaced with the following:

1. All sidewalks shall be constructed a minimum of five feet (5') in width, except that sidewalks constructed or reconstructed in blocks with existing sidewalks shall be of the same width and of the same distance from the property line as the existing sidewalks.

Section Two: BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 12-2A-3-E is hereby deleted in its entirety and replaced with the following:

- E. The widths of streets shall conform to the widths specified according to type of use in the thoroughfare plan, the minimum right of way widths of residential streets being fifty three feet (53'). Residential streets, which have a paved width of thirty one feet (31') or more approved by the council, shall have a minimum right of way width of fifty three feet (53'). Any exceptions will need the approval from the planning and zoning commission and the city council. Cul-de-sacs shall have a minimum right of way radius of fifty-five and one-half feet (55 1/2') and shall be paved a minimum of forty-five feet (45') measured back of curb to center point of the turnaround.

In areas zoned exclusively for single-family residences, cul-de-sacs not more than six hundred feet (600') in length and loop streets or circle drives not more than one thousand feet (1,000') in length may be paved a minimum of thirty one feet (31') in width, measured back of curb to back of curb, if there is adequate off street parking and the council approves. All measurements shall be made along the centerline of the cul-de-sac, circle drive or loop street right of way. Length shall be determined by measuring from the centerline of an intersecting street to the centerline of the intersecting street for a loop street or circle drive, or from the centerline of the intersecting street to the center of the cul-de-sac.

Section Three: BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 12-3A-9-A is hereby deleted in its entirety and replaced with the following:

- A. Subdivider To Provide: The subdivider shall provide the subdivision with an adequate stormwater sewer system when the evidence available to the commission and council indicates that the natural surface drainage is inadequate.
 1. Storm sewers shall, if practicable, be placed in either parkway between the curb and water main or sanitary sewer main, or in an easement.
 2. Storm drainage easements shall be provided where necessary.
 3. A separate sump pump collection system shall be constructed as shown in the City's standard drawings.
 4. No person shall place or allow to be placed an accumulation of materials, including, but not limited to, wood, concrete, stone, brush, grass clippings, or other debris that might block the flow of stormwater in a storm drainage easement or could reasonably be expected to be carried downstream by such stormwater to the detriment of either upstream or downstream property owners.

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

Passed, Approved and Adopted this _____ day of _____, 2021

Attest:

Robert S. Gallagher, Mayor

Decker P. Ploehn, City Clerk



MEETING DATE: July 6, 2021
REQUESTED BY: Brian Fries, P.E.
Assistant City Engineer
WARD: All

Item Title:

Resolution accepting improvements for the 2020 Alley Repair Program.

Explanation:

Hawkeye Paving, Corp. of Bettendorf, Iowa has satisfactorily completed all work on the project. The final construction cost for the project was \$486,905.93.

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:

This project (PW0500) (SW0090) was approved with a total budget of \$550,000.00 within the Community Improvement Program (CIP). The initial purchase order was approved for \$550,000.00 and the final construction cost is \$486,905.93.

List Attachments:

Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO. _____-21

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE 2020 INTAKE REPAIR PROGRAM

WHEREAS, on the 19th day of May, 2020, the City of Bettendorf entered into contract with Hawkeye Paving, Corp. of Bettendorf, Iowa for the construction of certain improvements to the street system of said City; namely, the

2020 Alley Repair Program

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the project is adopted as having been completed in substantial compliance with the specifications and contract. The total project cost thereof is hereby determined to be \$490,147.93.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

CITY OF BETTENDORF

COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET

2020 Alley Repair Program

Brian Fries

PW0500

SW0090

550,000.00

20/21

182-20

G.O. Bonds

550,000.00

490,147.93

(Insert Rows/Categories as Necessary)

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

(Insert Rows/Categories as Necessary)

Expenditure Category	Vendor / Description		Actual
Construction Contract	Hawkeye Paving		486,905.93
Testing	Terracon		1,292.00
Retaining Wall	Stormwater & Management Services		1,950.00
Final Total Project Cost			490,147.93

CITY OF BETTENDORF CONTRACTOR EVALUATION REPORT

Projects: PW0500 & SW0090 - 2020 Alley Repair Program

Contractor: Hawkeye Paving (Vendor #224)

☒ Primary

☐ Subcontract

Point
Range

Score

Points
Earned

WORK PERFORMANCE: 55%

A. Completion on schedule	0 to 3	1.5	x 0.275 =	0.41
B. Quality of the finished product	0 to 3	3.0	x 0.275 =	0.83

CONTINUITY OF WORK SCHEDULE: 20%

C. Minimum gaps between work days	0 to 3	2.0	² x 0.20 =	0.40

ORGANIZATION / MANAGEMENT: 15%

D. Coordination with suppliers, other contractors and utilities, and engineer	0 to 3	2.5	x 0.05 =	0.13
E. Adequate and competent labor force	0 to 3	2.5	x 0.05 =	0.13
F. Inappropriate behavior, language, dealing with citizens, attitude	0 to 3	2.5	x 0.05 =	0.13

EQUIPMENT: 10%

G. Equipment on project	0 to 3	2.5	x 0.05 =	0.13
H. General project safety, signage and traffic control	0 to 3	3.0	x 0.05 =	0.15

Initial Rating: **2.29**

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

Ratings:

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

Final Rating: **2.29**

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

Field Inspector

[Signature] 6/14/21
Engineer Date

Chief Inspector

[Signature]
Contractor

6-21-21

Date

6-21-21
Date



MEETING DATE: July 6, 2021
REQUESTED BY: Mark Garrow
Transit/Garage Manager

Item Title:

Resolution authorizing the Director of Public Works to issue a purchase order to Dewey Ford for one (1) new and unused 2021 Ford Escape S FWD.

Explanation:

The Vehicle Replacement Committee has approved the purchase of one (1) SUV in fiscal year 21/22. This vehicle will be serve the Library and replace unit #20708. The existing unit was totaled from the derecho storm that occurred on August 10, 2020. Funds in the amount of \$5,995.00 were received from insurance.

One quote was received from Dewey Ford in the amount of \$21,628.25. Dewey Ford is an approved vendor on the State of Iowa Department of Administrative Services (DAS) vehicle contract. The city's purchasing policy allows for purchases to be made through State of Iowa contracts 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 anticipation:

This vehicle will be purchased in fiscal year 21/22. The Vehicle Replacement Fund has sufficient funds budgeted for this purchase..

List Attachments:

Resolution
Quote

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ISSUE A
PURCHASE ORDER TO DEWEY FORD FOR ONE (1) NEW AND UNUSED 2021 FORD
ESCAPE S FWD

WHEREAS, the purchase of one (1) SUV has been approved by the Vehicle Replacement Committee, and

WHEREAS, the proposed vehicle meets the specifications recommended by staff, and

WHEREAS, Dewey Ford is an approved vendor on the State of Iowa Department of Administrative Services (DAS) vehicle contract.

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 \$21,628.25 for one (1) new and unused 2021 Ford Escape S FWD.

Passed, Approved, and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

2021 Escape 4dr FWD S (U0F)

Price Level: 130



Client Proposal

Prepared by:

Harry Bougher

Office: 515-289-4949

Date: 06/22/2021



Dewey Ford | 3055 SE Delaware, Ankeny, Iowa, 500219830

Office: 515-289-4949 | Fax: 515-282-2614



Prepared by: Harry Bougher
06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)
Price Level: 130

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$25,555.00
Options	\$1,520.00
Colors	\$0.00
Upfitting	\$179.25
Fleet Discount	\$0.00
Destination Charge	\$1,245.00
Subtotal	\$28,499.25
<i>Discount Adjustments</i>	
Discount Adjustments	-\$6,871.00
Total	State of Iowa DAS Contract Price \$21,628.25

Customer Signature

Acceptance Date



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0F	Base Vehicle Price (U0F)	\$25,555.00
Packages		
100A	Equipment Group 100A <i>Includes:</i> - Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic - 3.52 Axle Ratio - GVWR: TBD - Tires: 225/65R17 AS BSW - Wheels: 17" Steel w/Sparkle Silver-Painted Covers - Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i> - Radio: AM/FM Stereo <i>Includes 6 speakers and speed compensated volume.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).</i>	N/C
Powertrain		
996	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.52 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included
Seats & Seat Trim		
V	Cloth Front Bucket Seats	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher
06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i>	
Other Options		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	<i>Includes 6 speakers and speed compensated volume.</i>	
	<i>Includes:</i>	
	- SYNC Communications & Entertainment System	
	<i>Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.</i>	
	- FordPass Connect	
	<i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).</i>	
153	Front License Plate Bracket	N/C
	<i>Standard in states requiring two license plates and optional to all others.</i>	
50B	Front & Rear Floor Liners w/Carpet Mats	\$200.00
	<i>Includes standard front and rear carpeted floor mats.</i>	
50Q	Cargo Mat	\$100.00
63E	Remote Start System	\$495.00
	<i>Long range with confirmation. Includes 2 separate key fobs.</i>	
63C	Splash Guards	\$210.00
Fleet Options		
924	Privacy Glass	\$270.00
	Requires valid FIN code.	
	<i>2nd row side and liftgate.</i>	
60S	Reverse Sensing System	\$245.00
	Requires valid FIN code.	
Emissions		
425	50-State Emissions System	STD

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Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
VH_01	Dark Earth Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C
Upfit Options		
Dealer delivery	Delivery to City	\$179.25
SUBTOTAL		\$27,254.25
Destination Charge		\$1,245.00
TOTAL		\$28,499.25

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Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs

Dimensions

- Exterior length: 180.5"
- Exterior height: 66.1"
- Front track: 62.4"
- Turning radius: 19.2'
- Front legroom: 42.4"
- Front headroom: 40.0"
- Front hiproom: 55.2"
- Front shoulder room: 57.6"
- Passenger volume: 104.0cu.ft.
- Cargo volume seats folded: 65.4cu.ft.
- Exterior width: 74.1"
- Wheelbase: 106.7"
- Rear track: 61.8"
- Min ground clearance: 7.3"
- Rear legroom: 40.7"
- Rear headroom: 39.3"
- Rear hiproom: 53.3"
- Rear shoulder room: 56.0"
- Cargo volume: 37.5cu.ft.
- Maximum cargo volume: 65.4cu.ft.

Powertrain

- EcoBoost 181hp 1.5L DOHC 12 valve intercooled turbo I-3 engine with Ti-VCT variable valve control, port/direct injection
- Driver selectable mode
- LEV3-SULEV30
- Front-wheel drive
- Fuel Economy City: 28 mpg
- Capless fuel filler
- Auto stop-start feature
- Recommended fuel : premium unleaded
- 8 speed automatic transmission with overdrive
- Limited slip differential
- Fuel Economy Highway: 34 mpg

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P225/65HR17 BSW AS front and rear tires
- Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 17 x 7 steel wheels

Body Exterior

- 4 doors
- Black door mirrors
- Body-coloured bumpers
- Front and rear 17 x 7 wheels
- Driver and passenger power remote, manual folding door mirrors
- Lip rear spoiler
- Clearcoat paint

Convenience

- Manual air conditioning with air filter
- Power windows
- Remote power door locks with 2 stage unlock and illuminated entry
- Cruise control with steering wheel controls
- Driver 1-touch down
- Manual tilt steering wheel

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Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full floor console
- Rear door bins

Seats and Trim

- Seating capacity of 5
- 6-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look/piano black instrument panel insert
- Metal-look gear shifter material
- Front bucket seats
- Manual height adjustable driver seat
- Centre front armrest
- Cloth seat upholstery
- Metal-look console insert

Entertainment Features

- AM/FM stereo radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Auto on/off headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass
- Camera(s) - rear
- Trip computer
- Trip odometer
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot
- Delay-off headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- * **Deep tinted windows**
- Tachometer
- Outside temperature display
- Low tire pressure warning
- * **Reverse Sensing System parking sensors**
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- Knee airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- With SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Dimensions

General Weights

Curb 3,298 lbs.

General Trailing

Towing capacity 2000 lbs.

GCWR 6660 lbs.

Fuel Tank type

Capacity 14.79 gal.

Capless fuel filler Yes

Off Road

Min ground clearance 7 "

Interior cargo

Cargo volume 37.5 cu.ft.

Cargo volume seats folded 65.4 cu.ft.

Maximum cargo volume 65.4 cu.ft.

Height 34.8 "

Length 68.5 "

Length to rear seat 37.8 "

Minimum width 41.4 "

Maximum width 57.3 "

Powertrain

Engine Type

Brand EcoBoost

Block material Aluminum

Cylinders I-3

Head material Aluminum

Ignition Spark

Injection Port/direct injection

Liters 1.5L

Orientation Transverse

Recommended fuel Premium unleaded

Valves per cylinder 4

Valvetrain DOHC

Variable valve control Ti-VCT

Forced induction Intercooled turbo

Engine Spec

Bore 3.31"

Compression ratio 11.0:1

Displacement 91 cu.in.

Stroke 3.54"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Engine Power

Output 181 HP @ 6,000 RPM Torque 190 ft.-lb @ 3,000 RPM

Alternator

Amps 0

Battery

Run down protection Yes

Engine Extras

Auto stop-start feature Yes Driver selectable mode Yes

Transmission

Electronic control Yes Lock-up Yes
Overdrive Yes Speed 8
Type Automatic

Transmission Gear Ratios

1st	4.69	2nd	3.31
3rd	3.01	4th	1.92
5th	1.45	6th	1
7th	0.75	8th	0.62
Reverse Gear ratios	2.96		

Transmission Extras

Driver selectable mode Yes Oil cooler Regular duty

Drive Type

Type Front-wheel

Drive Feature

Limited slip differential Brake actuated Traction control ABS and driveline

Drive Axle

Ratio 3.52

Exhaust

Material Stainless steel System type Quasi-dual
Tailpipe finisher Chrome

Emissions

CARB LEV3-SULEV30 EPA Tier 3 Bin 30

Fuel Economy

City 28 mpg Highway 34 mpg
Fuel type Gasoline Combined 30 mpg

Acceleration

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

0-60 mph (s)	8.57	
<i>1/4 Mile</i>		
Seconds	16.3	Speed
		87 mph
<i>Skid Pad</i>		
Lateral acceleration (g)	0.8	
<i>Slalom</i>		
Speed	59 mph	
<i>Green Values</i>		
Energy Impact Score (Barrels per year)	11.0	Carbon FP / Tailpipe and upstream total GHG (CO ₂ , tons per year)
		5.8

Driveability

<i>Brakes</i>		
ABS	4-wheel	ABS channels
Type	4-wheel disc	Vented discs
Electric parking brake	Yes	Front
<i>Brake Assistance</i>		
Brake assist	Yes	Hill hold control
		Yes
<i>Suspension Control</i>		
Ride	Regular	Electronic stability control
		Stability control with anti-roll
<i>Front Suspension</i>		
Independence	Independent	Type
Anti-roll bar	Regular	Strut
<i>Front Spring</i>		
Type	Coil	Grade
		Regular
<i>Front Shocks</i>		
Type	Gas-pressurized	
<i>Rear Suspension</i>		
Independence	Independent	Type
Anti-roll bar	Regular	Short and long arm
<i>Rear Spring</i>		
Type	Coil	Grade
		Regular
<i>Rear Shocks</i>		
Type	Gas-pressurized	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Steering

Speed-sensing Yes
Type Rack-pinion

Activation Electric power-assist

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 17"

Width 7.00"

Rear Wheels

Diameter 17"

Width 7.00"

Front and Rear Wheels

Material Steel

Covers Full wheel

Front Tires

Aspect 65
Sidewalls BSW
Tread AS
Width 225mm

Diameter 17"
Speed H
Type P

Rear Tires

Aspect 65
Sidewalls BSW
Tread AS
Width 225mm

Diameter 17"
Speed H
Type P

Wheels

Front track 62.4"
Turning radius 19.2'

Rear track 61.8"
Wheelbase 106.7"

Body Features

* **Front license plate bracket** **Yes**
* **Rear splash guards** **Yes**
Body material Fully galvanized steel
Active grille shutters Yes

* **Front splash guards** **Yes**
Rear spoiler Lip
Side impact beams Yes

Body Doors

Door count 4
Right rear passenger Conventional

Left rear passenger Conventional
Cargo Liftgate

Exterior Dimensions

Length 180.5"

Body width 74.1"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Body height 66.1"

Safety

Airbags

Driver front-impact Yes

Occupancy sensor Yes

Passenger front-impact Yes

Knee Driver

Driver side-impact Seat mounted

Overhead Safety Canopy System curtain 1st and 2nd row

Passenger side-impact Seat mounted

Seatbelt

Rear centre 3 point Yes

Pre-tensioners Front

Height adjustable Front

Pre-tensioners (#) 2

Security

Immobilizer SecuriLock

Restricted driving mode MyKey

Panic alarm Yes

Seating

Passenger Capacity

Capacity 5

Front Seats

Split Buckets

Type Bucket

Driver Seat

Fore/aft Manual

Reclining Manual

Height adjustable Manual

Way direction control 6

Passenger seat

Fore/aft Manual

Way direction control 4

Reclining Manual

Front Head Restraint

Control Manual

Type Adjustable

Front Armrest

Centre Yes

Rear Seats

Descriptor Split-bench

Folding 60-40

Type Fixed

Fore/aft Manual

Facing Front

Folding position Fold forward seatback

Reclining Manual

Rear Head Restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Control Manual
Number 3

Type Adjustable

Front Seat Trim

Material Cloth

Back material Cloth

Rear Seat Trim Group

Material Cloth

Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual
Underseat ducts Yes

Air filter Yes

Audio System

Radio AM/FM stereo
Radio grade Regular
External memory control SYNC

Radio data system Yes
Seek-scan Yes
Internet radio Yes

Audio Speakers

Speaker type Regular

Speakers 6

Audio Controls

Speed sensitive volume Yes
Voice activation Yes

Steering wheel controls Yes
Streaming audio Bluetooth yes

Audio Antenna

Type Integrated roof

LCD Monitors

1st row 2

Primary monitor size (inches) 4.2

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Driver foot rest Yes
12V DC power outlet 3
Wireless phone connectivity Bluetooth

Retained accessory power Yes
Emergency SOS 911 Assist
Smart device integration App link

Door Lock Activation

Type Power with 2 stage unlock
Integrated key/remote Yes

Remote Keyfob (all doors)
Auto locking Yes

Door Lock Type

Rear child safety Manual

Tailgate/rear door lock Included with power door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Door Locks Extra FOB Controls

* Remote engine start Keyfob and smart device

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes

Engine temperature Yes

Instrumentation Warnings

Oil pressure Yes

Engine temperature Yes

Battery Yes

Lights on Yes

Key Yes

Low fuel Yes

Low washer fluid Yes

Lighting malfunction Yes

Door ajar Yes

Rear cargo ajar Yes

Service interval Yes

Brake fluid Yes

Low tire pressure Tire specific

Instrumentation Displays

Clock In-radio display

Compass Yes

Exterior temp Yes

Systems monitor Yes

Camera(s) - rear Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

* Parking sensors Rear

Lane departure Active

Blind spot Warning

Forward collision Mitigation

Rear collision Warning

Pedestrian detection Prevention

Steering Wheel Type

Material Urethane

Tilting Manual

Telescoping Manual

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Power

3rd row activation Fixed

Window Features

1-touch down Driver

* Tinted Deep

Front Windshield

Wiper Variable intermittent

Speed sensitive wipers Yes

Rear Windshield

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Wiper	Fixed interval	Defroster	Yes
Window	Fixed		

Interior

Driver Visor

Mirror	Yes

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		

Trim Feature

Instrument panel insert	Metal-look/piano black	Gear shifter material	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Ignition switch	Yes	Variable IP lighting	Yes

Floor Console Storage

Storage	Covered	Type	Full

Overhead Console Storage

Storage	Yes	Type	Mini

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Rear door bins	Yes

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic
*Mat	Vinyl/rubber		

Cargo Space Feature

Tie downs	Yes	Light	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher

06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)

Price Level: 130

Selected Equip & Specs (cont'd)

Concealed storage	Yes	Tire mobility kit	Yes
<i>Legroom</i>			
Front	42.4"	Rear	40.7"
<i>Headroom</i>			
Front	40.0"	Rear	39.3"
<i>Hip Room</i>			
Front	55.2"	Rear	53.3"
<i>Shoulder Room</i>			
Front	57.6"	Rear	56.0"
<i>Interior Volume</i>			
Passenger volume	104.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Harry Bougher
06/22/2021

Dewey Ford | 3055 SE Delaware Ankeny Iowa | 500219830

2021 Escape 4dr FWD S (U0F)
Price Level: 130

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



MEETING DATE: July 6, 2021
REQUESTED BY: Jerry Bishop
Civil Engineer
WARD: 5

Item Title:

Resolution awarding the contract and approving the contract and bond for the Auburn Court Lift Station Abandonment Project.

Explanation:

The proposed improvements consist of installing approximately 1,305 lineal feet of eight inch (8") sanitary sewer, six (6) sanitary manholes, abandonment of the existing lift station and related work near Auburn Court in Bettendorf, Iowa.

Bids were opened on June 29, 2021. Langman Construction, Inc. of Rock Island, Illinois was the low bidder of three (3) bids received. Bids ranged from the high of \$397,917.00 to the low of \$291,786.00, which is 10.2% below the engineer's estimate of \$325,000.00.

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 overall project (SW0092) was approved with a total budget of \$350,000.00 within the Community Improvement Program (CIP).

List Attachments:

Resolution
Bid Tabulation
Contract

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT
AND BOND FOR THE AUBURN COURT LIFT STATION ABANDONMENT 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

Auburn Court Lift Station Abandonment Project

WHEREAS, bids were accepted for the construction of the above project on the 29th day of June, 2021, with Langman Construction, Inc. of Rock Island, Illinois submitting the lowest responsible bid in the amount of \$291,786.00 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 Langman Construction, Inc. of Rock Island, Illinois is hereby accepted for the Auburn Court Lift Station Abandonment Project in the amount of \$291,786.00.
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 \$350,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Auburn Court Lift Station Abandonment				LANGMAN CONSTRUCTION, INC.		Legacy Corporation		Miller Trucking & Excavating	
Bid Open: June 29, 2021 10:00am				Total Price	\$291,786.00	Total Price	\$298,407.40	Total Price	\$397,917.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Sanitary Sewer Pipe, 8" DIP, (E SMH 1 to SMH 3)	601	LF	\$116.00	\$69,716.00	<u>\$112.20</u>	\$67,432.20	\$160.00	\$96,160.00
2	Sanitary Sewer Pipe, 8" DIP, (SMH 3 to SMH E2)	565	LF	\$205.00	\$115,825.00	<u>\$173.60</u>	\$98,084.00	\$265.00	\$149,725.00
3	Sanitary Sewer Pipe, 8" DIP, (SMH 6 to SMH E4)	138	LF	\$116.00	\$16,008.00	<u>\$96.30</u>	\$13,289.40	\$120.00	\$16,560.00
4	Sanitary Sewer Lateral, 6" PVC New	20	LF	\$125.00	\$2,500.00	\$432.20	\$8,644.00	<u>\$102.00</u>	\$2,040.00
5	Sanitary Sewer Manhole, 4' Diameter, New	6	EA	<u>\$7,750.00</u>	\$46,500.00	\$8,500.00	\$51,000.00	\$10,000.00	\$60,000.00
6	Chimney Seals	6	EA	\$600.00	\$3,600.00	<u>\$500.00</u>	\$3,000.00	\$750.00	\$4,500.00
7	Connection to Existing Manhole	3	EA	<u>\$1,500.00</u>	\$4,500.00	\$2,500.00	\$7,500.00	\$2,750.00	\$8,250.00
8	Pipe Foundation Stabilization	50	TON	<u>\$25.00</u>	\$1,250.00	\$32.60	\$1,630.00	\$40.00	\$2,000.00
9	Granular Surfacing	300	TON	<u>\$25.00</u>	\$7,500.00	\$25.30	\$7,590.00	\$30.00	\$9,000.00
10	Abandon Existing Lift Station	1	LS	<u>\$5,425.00</u>	\$5,425.00	\$7,500.00	\$7,500.00	\$27,500.00	\$27,500.00
11	Clearing and Grubbing	1	LS	<u>\$4,780.00</u>	\$4,780.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
12	Remove and Re-install Fence	1	LS	<u>\$500.00</u>	\$500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
13	Select Topsoil, 4"	635	SY	\$8.00	\$5,080.00	<u>\$4.60</u>	\$2,921.00	\$8.00	\$5,080.00
14	Sodding and Fertilizing	635	SY	<u>\$8.00</u>	\$5,080.00	\$9.20	\$5,842.00	<u>\$8.00</u>	\$5,080.00
15	Seeding, Fertilizing and Mulching	3522	SY	<u>\$1.00</u>	\$3,522.00	\$3.40	\$11,974.80	<u>\$1.00</u>	\$3,522.00

FORM OF CONTRACT

THIS CONTRACT, made the 6th day of July, A.D., 2021, by and between
Langman Construction, 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 **Auburn Court Lift Station Abandonment** 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:

\$291,786.00

computed as follows:

Base Bid

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Sanitary Sewer Pipe, 8" DIP, (E SMH 1 to SMH 3)	601	LF	\$116.00	\$69,716.00
2	Sanitary Sewer Pipe, 8" DIP, (SMH 3 to SMH E2)	565	LF	\$205.00	\$115,825.00
3	Sanitary Sewer Pipe, 8" DIP, (SMH 6 to SMH E4)	138	LF	\$116.00	\$16,008.00
4	Sanitary Sewer Lateral, 6" PVC New	20	LF	\$125.00	\$2,500.00
5	Sanitary Sewer Manhole, 4' Diameter, New	6	EA	\$7,750.00	\$46,500.00
6	Chimney Seals	6	EA	\$600.00	\$3,600.00
7	Connection To Existing Manhole	3	EA	\$1,500.00	\$4,500.00
8	Pipe Foundation Stabilization	50	TON	\$25.00	\$1,250.00
9	Granular Surfacing	300	TON	\$25.00	\$7,500.00
10	Abandon Existing Lift Station	1	LS	\$5,425.00	\$5,425.00
11	Clearing And Grubbing	1	LS	\$4,780.00	\$4,780.00
12	Remove and Re-install Fence	1	LS	\$500.00	\$500.00
13	Select Topsoil, 4"	635	SY	\$8.00	\$5,080.00
14	Sodding And Fertilizing	635	SY	\$8.00	\$5,080.00
15	Seeding, Fertilizing and Mulching	3522	SY	\$1.00	\$3,522.00

Total Base Bid: \$291,786.00

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 September 30, 2021. 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) Contractor's Performance and Payment and Maintenance Bond
- 11) Contractor's Proposal
- 12) Notice To Bidders
- 13) Instruction To Bidders
- 14) Non-Collusion Affidavit

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

Langman Construction, 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 _____, 2021.



MEETING DATE: July 6, 2021
REQUESTED BY: Brian Fries
Assistant City Engineer
WARD: All

Item Title:

Resolution awarding the contract and approving the contract and bond for the 2021 Alley Rehabilitation Program.

Explanation:

The proposed improvements consist of rehabilitating six (6) alleys by milling the existing surface and subbase, placement of granular subbase, and resurfacing with Hot Mix Asphalt (HMA). The program also includes partial construction of driveways, sodding, and other work related to reconstruct the alley. The following alleys under this year's program are as follows:

- Alley west of 8th Street between Brown Street and Grant Street
- Alley south of Mississippi Boulevard between 19th Street and 20th Street
- Alley south of Mississippi Boulevard between 20th Street and 21st Street
- Alley south of Central Avenue between 21st Street and 23rd Street
- Alley north of Central Avenue between 25th Street and 26th Street
- Alley from Glencoe Lane to 28th Street between Glenn Street and Cody Street

Bids were opened on June 29, 2021. Langman Construction, Inc. of Rock Island, Illinois was the low bidder of four (4) bids received. Bids ranged from the high of \$562,937.10 to the low of \$462,938.11, which is 4.55% below the engineer's estimate of \$485,000.00.

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 overall project (PW0516) was approved with an initial total budget of \$450,000.00 within the Community Improvement Program (CIP). Additional Road Use (RU0030) funds from a Public Works Operations account and General Obligation funds from projects that have come in under budget are being added to the project bringing the final budget to \$525,000.

List Attachments:

Resolution
Bid Tabulation
Contract

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT
AND BOND FOR THE 2021 ALLEY REHABILITATION PROGRAM

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

2021 Alley Rehabilitation Program

WHEREAS, bids were accepted for the construction of the above project on the 29th day of June, 2021, with Langman Construction, Inc. of Rock Island, Illinois submitting the lowest responsible bid in the amount of \$462,938.11 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 Langman Construction, Inc. of Rock Island, Illinois is hereby accepted for the 2021 Alley Rehabilitation Program in the amount of \$462,938.11.
2. The Mayor and City Administrator are hereby authorized to sign the contract for the construction of said project.
3. The award of contract under this resolution is expressly subject to the bidder providing all necessary bonds and insurance documents; on the bidder's signing of the contract as provided in the notice to bidders, and no further facts or issues coming to light between the passage of this resolution and the actual signing of the contract by a representative of the City such as would cause the City to reconsider, defer, to stop the decision to enter into the contract.
4. A total purchase order amount of \$500,000.00, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

2021 Alley Rehabilitation Program				LANGMAN CONSTRUCTION, INC.		Hawkeye Paving Corp		Brandt Construction Co		Valley Construction Company	
Bid Open: June 29, 2021 10:00am				Total Price	\$462,938.11	Total Price	\$481,940.10	Total Price	\$545,217.55	Total Price	\$562,937.10
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Traffic Control and Access Provisions	6	LS	<u>\$1,000.00</u>	\$6,000.00	\$10,000.00	\$60,000.00	\$3,500.00	\$21,000.00	\$8,000.00	\$48,000.00
2	Filter Sock	2730	LF	\$1.20	\$3,276.00	\$1.00	\$2,730.00	<u>\$0.50</u>	\$1,365.00	\$3.00	\$8,190.00
3	Intake Protection	2	EA	\$150.00	\$300.00	\$150.00	\$300.00	<u>\$85.00</u>	\$170.00	\$200.00	\$400.00
4	Milling and Disposal	3576	SY	\$19.00	\$67,944.00	<u>\$10.00</u>	\$35,760.00	\$12.00	\$42,912.00	\$20.00	\$71,520.00
5	Chain Link Fence, Remove and Replace	15	LF	\$80.00	\$1,200.00	\$50.00	\$750.00	\$150.00	\$2,250.00	<u>\$40.00</u>	\$600.00
6	Pavement, Driveway and Sidewalk Removal	1207	SY	\$12.50	\$15,087.50	\$12.00	\$14,484.00	\$20.00	\$24,140.00	<u>\$10.50</u>	\$12,673.50
7	Manhole, 6' Diameter, New	1	EA	<u>\$6,950.00</u>	\$6,950.00	\$9,000.00	\$9,000.00	\$7,250.00	\$7,250.00	\$8,175.00	\$8,175.00
8	Alley Inlet, New	1	EA	<u>\$4,100.00</u>	\$4,100.00	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00	\$4,350.00	\$4,350.00
9	Storm Sewer Pipe, 12"	40	LF	<u>\$85.00</u>	\$3,400.00	\$120.00	\$4,800.00	\$105.00	\$4,200.00	\$110.00	\$4,400.00
10	Pipe Foundation Stabilization	10	TON	<u>\$20.00</u>	\$200.00	\$30.00	\$300.00	\$35.00	\$350.00	\$97.00	\$970.00
11	Sanitary Manhole, Remove and Replace	1	EA	<u>\$5,550.00</u>	\$5,550.00	\$7,500.00	\$7,500.00	\$9,900.00	\$9,900.00	\$6,600.00	\$6,600.00
12	Chimney Seal	1	EA	<u>\$600.00</u>	\$600.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$615.00	\$615.00
13	Engineering Fabric	1800	SY	<u>\$2.00</u>	\$3,600.00	<u>\$2.00</u>	\$3,600.00	\$2.50	\$4,500.00	\$3.40	\$6,120.00
14	Crushed Rock Stabilization (6")	530	TON	<u>\$15.00</u>	\$7,950.00	<u>\$15.00</u>	\$7,950.00	\$42.00	\$22,260.00	\$44.00	\$23,320.00
15	Granular Base, Recycled Grad 11, (12")	3576	SY	<u>\$17.45</u>	\$62,401.20	\$25.00	\$89,400.00	\$28.50	\$101,916.00	\$28.00	\$100,128.00
16	Granular Base, Recycled Grad 11, (6")	1113	SY	<u>\$11.40</u>	\$12,688.20	\$15.00	\$16,695.00	\$26.50	\$29,494.50	\$23.50	\$26,155.50
17	HMA Standard Traffic (ST) S-I, 3/8", PG 58-28H	399	TON	\$129.50	\$51,670.50	<u>\$107.00</u>	\$42,693.00	\$135.00	\$53,865.00	\$110.00	\$43,890.00
18	HMA Standard Traffic (ST) Base, 3/4", PG 58-28S	598	TON	\$129.50	\$77,441.00	\$107.00	\$63,986.00	\$120.00	\$71,760.00	<u>\$102.50</u>	\$61,295.00
19	HMA, Hand Method	200	TON	<u>\$80.00</u>	\$16,000.00	\$107.00	\$21,400.00	\$125.00	\$25,000.00	\$175.00	\$35,000.00
20	P.C.C Pavement, 6-inch	60	SY	<u>\$80.00</u>	\$4,800.00	<u>\$80.00</u>	\$4,800.00	<u>\$80.00</u>	\$4,800.00	\$90.00	\$5,400.00
21	P.C.C. Driveway 6"	1129	SY	\$80.00	\$90,320.00	<u>\$63.00</u>	\$71,127.00	\$80.00	\$90,320.00	\$67.00	\$75,643.00
22	P.C.C. Sidewalk 4"	161	SF	\$13.00	\$2,093.00	\$12.00	\$1,932.00	<u>\$8.00</u>	\$1,288.00	\$19.00	\$3,059.00
23	Detectable Warnings at ADA Curb Ramps	20	SF	\$85.00	\$1,700.00	\$40.00	\$800.00	<u>\$30.00</u>	\$600.00	\$35.00	\$700.00
24	Select Topsoil (4")	1201	SY	\$7.70	\$9,247.70	\$8.00	\$9,608.00	\$9.00	\$10,809.00	<u>\$4.50</u>	\$5,404.50
25	Sodding and Fertilizing	1201	SY	\$7.00	\$8,407.00	<u>\$5.00</u>	\$6,005.00	\$8.00	\$9,608.00	<u>\$5.00</u>	\$6,005.00
26	Flexible Growth Medium	1201	SY	<u>\$0.01</u>	\$12.01	\$0.10	\$120.10	\$0.05	\$60.05	\$3.60	\$4,323.60

FORM OF CONTRACT

THIS CONTRACT, made the 6th day of July , A.D., 2021, by and between
Langman Construction, 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 **2021 Alley Rehabilitation Program**, 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:

462,938.11

computed as follows:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Traffic Control and Access Provisions	6	LS	\$ 1,000.00	\$ 6,000.00
2	Filter Sock	2730	LF	\$ 1.20	\$ 3,276.00
3	Intake Protection	2	EA	\$ 150.00	\$ 300.00
4	Milling and Disposal	3576	SY	\$ 19.00	\$ 67,944.00
5	Chain Link Fence, Remove and Replace	15	LF	\$ 80.00	\$ 1,200.00
6	Pavement, Driveway and Sidewalk Removal	1207	SY	\$ 12.50	\$ 15,087.50
7	Manhole, 6' Diameter, New	1	EA	\$ 6,950.00	\$ 6,950.00
8	Alley Inlet, New	1	EA	\$ 4,100.00	\$ 4,100.00
9	Storm Sewer Pipe, 12"	40	LF	\$ 85.00	\$ 3,400.00
10	Pipe Foundation Stabilization	10	TON	\$ 20.00	\$ 200.00
11	Sanitary Manhole, 4' Diameter, Remove and Replace	1	EA	\$ 5,550.00	\$ 5,550.00
12	Chimney Seal	1	EA	\$ 600.00	\$ 600.00
13	Engineering Fabric	1800	SY	\$ 2.00	\$ 3,600.00
14	Crushed Rock Stabilization (6")	530	Ton	\$ 15.00	\$ 7,950.00
15	Granular Base, Recycled Grad 11. (12")	3576	SY	\$ 17.45	\$ 62,401.20
16	Granular Base, Recycled Grad 11. (6")	1113	SY	\$ 11.40	\$ 12,688.20
17	HMA Standard Traffic (ST) S-I, 3/8", PG 58-28H	399	TON	\$ 129.50	\$ 51,670.50
18	HMA Standard Traffic (ST) Base, 3/4", PG 58-28S	598	TON	\$ 129.50	\$ 77,441.00
19	HMA, Hand Method	200	TON	\$ 80.00	\$ 16,000.00
20	P.C.C. Pavement, 6-inch	60	SY	\$ 80.00	\$ 4,800.00
21	P.C.C. Driveway 6"	1129	SY	\$ 80.00	\$ 90,320.00
22	P.C.C. Sidewalk 4"	161	SF	\$ 13.00	\$ 2,093.00
23	Detectable Warnings at ADA Curb Ramps	20	SF	\$ 85.00	\$ 1,700.00
24	Select Topsoil (4")	1201	SY	\$ 7.70	\$ 9,247.70
25	Sodding and Fertilizing	1201	SY	\$ 7.00	\$ 8,407.00
26	Flexible Growth Medium	1201	SY	\$ 0.01	\$ 12.01

Total Base Bid: \$ 462,938.11

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 on or after July 19th, 2021 and 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 October 30, 2021. 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.

Langman Construction, 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: July 6, 2021
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 3

Item Title:

Resolution approving a Professional Services Agreement with Bray Associates Architects, Inc. for architectural services for the Life Fitness Center Multipurpose Room Project.

Explanation:

In accordance with City Council's decision to close the indoor pool at the Life Fitness Center, staff is requesting approval of a professional services agreement with Bray Associates Architects, Inc. for architectural services related to the design of the multipurpose room buildout. The anticipated work will include demolition and filling of the pool, removal of existing mechanicals and shower / changing rooms and renovation of the space. The new multipurpose room will encompass approximately 4,700 square feet and provide needed rental space lost from the Community Center.

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:

This project has a budget of \$600,000, comprised of sales tax and gaming revenue within the Community Improvement Program, which includes both design and construction of the project.

List Attachments:

Resolution
Professional Services Agreement

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BRAY
ASSOCIATES ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES FOR THE LIFE FITNESS
CENTER MULTIPURPOSE ROOM PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Life Fitness Center multipurpose room project; and

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Bray Associates Architects, Inc. be accepted and the Director of Public Works is hereby authorized and directed to sign a contract for professional design services in an amount not to exceed \$41,400.00.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk



AIA®

Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of June in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

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

City of Bettendorf
4403 Devils Glen Road
Bettendorf, Iowa 52722

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

Bray Associates-Architects, Inc.

220 Emerson Place
Suite 301
Davenport, Iowa 52801

829 South 1st Street
Milwaukee, Wisconsin 53204

1465 41st Street
Suite 10
Moline, Illinois 61265

Post Office Box 955
Sheboygan, Wisconsin 53082-0955

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

Architect's Project Number 3548
City of Bettendorf
Bettendorf Life Fitness Center – Renovation of existing pool area
2222 Middle Road
Bettendorf, Iowa 52722

The Owner and Architect agree as follows.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The City of Bettendorf has developed the program, and established scope to abandon the swimming pool and renovate the pool area into a multi-purpose room.

§ 1.1.2 The Project's physical characteristics:

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

The size of the existing pool area is approximately 4,700 square feet. The location of the project is 2222 Middle Road, Bettendorf, Iowa.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Five Hundred Fifty Five Thousand Dollars (\$555,000.00)

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

.1 Design phase milestone dates, if any:

To be determined by mutual agreement of Owner and Architect.

.2 Construction commencement date:

To be determined by mutual agreement of Owner and Architect.

.3 Substantial Completion date or dates:

To be determined by mutual agreement of Owner and Architect.

.4 Other milestone dates:

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

Competitive bid

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

Unknown at time of execution

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

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

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

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

None

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

.1 Geotechnical Engineer:

Not required

Init.

.2 Civil Engineer:

Not required

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Unknown at time of execution

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

Mark D. Miller, AIA, LEED AP

Bray Associates-Architects, Inc.

220 Emerson Place

Suite 301

Davenport, Iowa 52801

309-762-0511

mmiller@brayarch.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEG Corporation

623 26th Avenue

Rock Island, Illinois 61201

309-788-0673

.2 Mechanical Engineer:

IEFM Consulting Engineers

Post Office Box 30

Coal Valley, Illinois 61240

.3 Electrical Engineer:

IEFM Consulting Engineers

Post Office Box 30

Coal Valley, Illinois 61240

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at time of execution

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ \$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ \$1,000,000.00) each accident, One Million Dollars (\$ \$1,000,000.00) each employee, and One Million Dollars (\$ \$1,000,000.00) policy limit.

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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

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

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

§ 3.6.4 Submittals

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

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.8 Civil engineering	<u>Not provided</u>
§ 4.1.1.9 Landscape design	<u>Not provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30 Geotechnical services	<u>Not provided</u>
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

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

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

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

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

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

Init.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Six (6) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

Init.

4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

~~§ 10.6 Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Forty-One Thousand Four Hundred Dollars (\$41,400.00)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect's Supplemental Services designed in Section 4.1.1 shall be included in Basic Services. If other Supplemental Services are requested by the Owner, upon written request for services, the Architect shall provide a proposal with scope of services and proposed compensation.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be provided upon prior written approval of the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>ten</u>	percent (	<u>10</u>	<u> </u> %)
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>	<u> </u> %)
Construction Documents Phase	<u>fifty</u>	percent (	<u>50</u>	<u> </u> %)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	<u> </u> %)
Construction Phase	<u>fifteen</u>	percent (	<u>15</u>	<u> </u> %)
Total Basic Compensation	one hundred	percent (	100	<u> </u> %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

To be determined by mutual agreement, if the services requested are to be compensated on hours incurred.

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related ~~expenditures~~ expenditures approved by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

5 % 5 percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

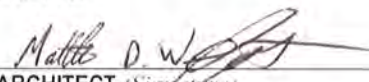
- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Matthew D. Wolfert, AIA, NCARB, LEED AP
President

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Luann M Nevius, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:22:55 ET on 06/04/2021 under Order No. 6030946878 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Luann M Nevius

(Signed)

Architectural Project Contract Administrator

(Title)

June 4, 2021

(Dated)



MEETING DATE: July 6, 2021
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 5

Item Title:

Resolution approving a Professional Services Agreement with Axiom Consultants, LLC for engineering services for the Haley Heights and Whitepost Road Detention Basins Project.

Explanation:

The City continues to emphasize the need for additional stormwater detention along certain creeks and streams that are currently experiencing increased erosion. Pigeon Creek is one of those creeks and streams that does not have sufficient detention within its drainage basin. Over the past year, the City has acquired one existing basin and one undeveloped parcel with the intent of expanding and developing more basins. The existing Whitepost Road detention basin was designed according to older requirements which did not address the everyday rainfall events. That basin will be retrofitted to meet current standards and also expanded if possible. The other parcel of land is immediately downstream of the Haley Heights wet pond, which is owned by the City, and upstream of the dry basin which is owned by the homeowner's association. The intent will be to expand the dry basin onto this lot and retrofit the outlet structures to also meet our current ordinance. Axiom Consultants, LLC was the design engineer for the proposed development on the Haley Heights parcel which ultimately fell through, so they have a current knowledge of the area and the drainage issues that exist.

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:

This project (SM0112) was approved with a total budget of \$100,000 within the Community Improvement Program.

List Attachments:

Resolution
Professional Services Agreement

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AXIOM
CONSULTANTS, LLC FOR ENGINEERING SERVICES FOR THE HALEY HEIGHTS AND
WHITEPOST ROAD DETENTION BASINS PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Haley Heights and Whitepost Road Detention Basins Project; and

WHEREAS, the firm of Axiom Consultants, LLC has submitted a proposal that appears to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Axiom Consultants, LLC be accepted and the Director of Public Works is hereby authorized and directed to sign a contract for professional design services in an amount not to exceed \$28,435.00.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

Task Authorization (TA)
TA #001
Haley Heights Drainage Study – Bettendorf, Iowa

DATE: May 20, 2021

The City of Bettendorf, Iowa ("CoB" or "Client") hereby awards Axiom Consultants, LLC ("AXC" or "Engineer"), and Engineer accepts, this Task Authorization ("TA") in accordance with the CoB-AXC Master Services Agreement ("MSA") dated May 20, 2021 and as follows:

LOCATION: West of Middle Road b/t Hopewell Ave. and 53rd Ave, and between Middle Road and White Post Road south of Red Fox Road.



SCOPE:

OVERALL PROPOSED NARRATIVE

This project will provide an overall drainage and stormwater management study related to two separate existing stormwater basin areas in Bettendorf. Haley Heights Development, located west of Middle Road is owned by the City of Bettendorf and is to be used to maximize detention within the lot itself as well as the existing wet pond to the north and dry basin to the south. The other is located downstream of Haley Heights on White Post Road.

DUE DILIGENCE AND INVESTIGATION

TOPOGRAPHIC, UTILITY, and BOUNDARY SURVEY

- Topographic and existing utility Survey will be performed for the stormwater management project limits including adjacent areas to all sides up to a distance of no more than 50' to tie in associated grading and infrastructure.

BOTH PARTIES PLEASE INITIAL:

Client: _____ Engineer: _____

- Research of existing right-of-ways and easements will be completed for inclusion into the overall existing conditions/site survey exhibit. Owner to provide abstract/title opinion documents if available.
- Survey of exterior areas to determine grades/areas for horizontal infrastructure (civil) improvements and overall base dimensioning for plans.
- Boundary and property pin research to determine property lines, setbacks, and other requirements.
- Easement investigation and determination of constraints and requirements as related to eventual design.
- Setting of horizontal and vertical control (and benchmarks) for future use during construction.
- Investigation of City mapping and records to determine previous stormwater design (stormwater studies and calcs), piping or connection requirements, or other outlet structures.
- Review of previous permitting and determination of future permitting needs.
- Resetting of pins as required, to be completed at T&M rates.

CIVIL SCOPE

DRAINAGE CALCULATIONS

Determination and completion of necessary calculations to evaluate existing and proposed conditions.

- Existing conditions plan including survey information, necessary utility information, franchise utility information, public utility information, existing commercial site infrastructure and approaches, demolition information and other relevant information to pre-design conditions.
- Analysis of existing grades based on survey basemap and all existing documentation from previous design and construction.
- Calculations and modeling to determine capacity and storage needs based on various storm levels (2-yr, 5-yr, 10-yr, 100-yr, etc.).
- Comparison of net storage calculations between existing and future conditions.
- Evaluation of existing land/property owned by City and Haley Heights to calculate and determine future needs with regards to boundary and project limits.

STORMWATER STUDY

Study and evaluation based on existing conditions, calculations, and future projected growth.

- Evaluation of existing wet pond and dry basin compared to projected calculations.
- Summary of past rain events via historic documentation and correspondence with the City of Bettendorf and Haley Heights residents.
- Evaluation of existing outlet structures and development of design alternatives to meet current City standards.
- Exhibit depicting various storm events and capacity needed based on calculations.
- Modeling of proposed stormwater management facilities to accommodate for existing and projected future stormwater conditions.
- Full written report including a final synopsis with summary and recommendations.

CONSTRUCTION DOCUMENTS

Incorporation of all City comments and input based on submitted Stormwater Study.

- Final existing conditions plan including all design information as well as any additional information from property owners and City for final construction purposes.
- Final determination of stormwater quantities.
- Completion of grading plan including any necessary removals of existing structures, utilities, or vegetation.
- Design plans and details for proposed outlet structures.
- Completion of landscaping plan and site restoration including selection of all plantings with City staff.

- Details and notes for compliance with SUDAS and City requirements.
- Finalization and recording of all necessary plats and easements if deemed necessary.
- Completion of Opinion of Probable Cost for City use in bidding.

BIDDING & CONSTRUCTION PHASE (T&M if/as Needed)

- Perform requested tasks as requested/directed by the City in order to assist in the bidding, construction, and closeout of the project.
- Attend meetings as requested by City for any bidding, construction, and closeout needs.

NOTES AND ASSUMPTIONS

- Assumes use of existing topographic survey for Whitepost Road basin as provided by City of Bettendorf.
- No HEC RAS modeling or determination of Base Flood Elevations included as it is assumed and anticipated this has already been determined and existing data able to be used.
- All included scope assumes work within the stormwater management project limits. Extension into, or acquisition of, other properties will require additional scope/fee.
- Proposal scope and fee includes all necessary design phase meetings with staff.
- Construction staking and inspection tasks assumed to be by City staff.
- All work shall be completed and stamped by professional staff licensed within the State of Iowa.
- Client or Client's contractor to be responsible for obtaining and paying for all permits.
- Assumes SUDAS as primary design methodology with City of Bettendorf standards as additional requirement.

SCHEDULE: to be completed on a mutually agreeable schedule with City Engineer/Project Manager; assumption is design to start in July 2021.

SUBCONSULTANTS: none

PRIME AGREEMENT: n/a

FEE and FEE TYPE:

Invoices shall be in accordance with MSA and shall identify this TA. Invoices shall contain sufficient details to enable purchaser to substantiate and verify the charges. Invoices shall be subjected to the review and approval of *Brent Morlok* prior to payment.

In consideration of the faithful performance of the work, CoB shall pay AXC *Twenty-Eight Thousand, Four Hundred Thirty-Five Dollars and no cents* (\$28,435.00). The total cost of this TA is a LUMP SUM price and shall not be increased without CoB's prior written authorization. Any additional work proceeding on a Time-and-Materials basis will be billed according to the attached current Labor Rates.

Both parties please sign. One original of this TA will be returned to CoB to acknowledge your acceptance of this work order. By signing this TA both parties agree to the terms and conditions of the Axiom Master Services Agreement.

CLIENT

Printed Name: _____

Signature: _____

Job Title: _____

Date: _____

ENGINEER

Printed Name: _____

Signature: _____

Job Title: _____

Date: _____

BOTH PARTIES PLEASE INITIAL:

Client: _____ Engineer: _____

Axiom sends all invoicing via email. Please provide an email account(s) for anyone that you would like invoices to be sent for review/payment:

AXC BILLABLE RATES – Calendar Year 2021

Principal	\$145.00
Senior Licensed Engineer	\$130.00
Licensed Engineer	\$115.00
Engineering Associate	\$ 95.00
Project Coordinator	\$105.00
Senior Designer	\$ 95.00
Designer	\$ 85.00
Professional Licensed Surveyor	\$130.00
Surveyor	\$ 95.00
Administration	\$ 60.00



MEETING DATE: July 6, 2021
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 4

Item Title:

Resolution approving a Professional Services Agreement with Shive Hattery for engineering services for the Stafford Creek Manhole Repairs and Detention Basin project.

Explanation:

Due to the continued severe erosion along Stafford Creek, there are multiple storm sewer outfalls within the section of the project that was halted in 2016 that are in need of immediate repair. The outfalls have completely collapsed and are causing the banks to erode around them, also threatening other utilities including the overhead electric and the City's sanitary sewer. Additionally, there is a large erosion issue on the tributary creek from the west just before it connects to Stafford Creek. After discussions with the resident adjacent to this tributary, they are open to constructing a detention basin at this location to help stabilize both their property as well as reduce the erosion on Stafford Creek there. Shive Hattery was the design engineer on the original bank stabilization project, and thus staff feels they are best suited to design this work.

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:

This project (SM0133) was approved with a total budget of \$150,000 within the Community Improvement Program.

List Attachments:

Resolution
Professional Services Agreement

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHIVE
HATTERY FOR ENGINEERING SERVICES FOR THE STAFFORD CREEK MANHOLE REPAIRS
AND DETENTION BASIN PROJECT

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for the Stafford Creek Manhole Repairs and Detention Basin project; and

WHEREAS, the firm of Shive Hattery has submitted a proposal that appears to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Shive Hattery be accepted and the Director of Public Works is hereby authorized and directed to sign a contract for professional design services in an amount not to exceed \$32,600.00.

Passed, Approved and Adopted this 6th day of July, 2021.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

PROFESSIONAL SERVICES AGREEMENT

ATTN: Brent Morlok
CLIENT: City of Bettendorf, IA
4403 Devils Glen Road
Bettendorf, IA 52722

PROJECT: Bettendorf Stafford Creek 18th Street to Crow Creek Road

PROJECT LOCATION: Bettendorf, IA

DATE OF AGREEMENT: June 9, 2021

PROJECT DESCRIPTION

Your project is the spot repair of three areas along Stafford Creek between 18th Street and Saint Andrew Court. Specifically, the repairs will be to address an area of erosion where the rear yard of 3935 Tanglefoot Court abuts the creek, at a storm sewer outfall into the creek at the rear of the shared lot line of 3915 and 3925 Tanglefoot Court, and at a storm sewer outfall into the creek at the rear of the shared lot line of 2351 and 2363 Kingsway Drive. It is anticipated that access will be gained along the side and rear of affected lots, and disturbance will be limited to the minimum area necessary to repair the three areas.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering and Land Surveying

These services will consist of the following tasks:

1. Design Services
 - a. Perform a topographic and boundary survey of the project limits shown in Exhibit A.
 - b. Prepare a concept design for each of the spot repairs.
 - c. Meet with the City to review the concept design.
 - d. Refine the concept design and submit it to the US Army Corps of Engineers (USACE) and Iowa Department of Natural Resources (IDNR) for concurrence that the work is covered by existing Nationwide or Regional Permits.
 - e. Meet with the City to review any USACE and/or IDNR comments.
 - f. Attend a public meeting with neighbors along the creek to represent the project.
 - g. Prepare of Construction Documents, Special Provisions, and a Cost Opinion.
 - h. Prepare up to five temporary easement plats and negotiate said easements with affected property owners. We have included ten hours of time for easement negotiation.
2. Bidding Services and Construction Services
 - a. Answer questions from contractors and the client during the bidding and construction phases.



CLIENT RESPONSIBILITIES

Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products and securities.

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. The services shall be performed in accordance with the following schedule:

- Scope of Services Items 1a-1d Five (5) weeks after receipt of signed agreement
- Scope of Services Items 1e-1g and/or IDNR. Four (4) weeks after receipt of comments from USACE

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Scope of Services	Fixed Fee	\$32,600	Included	\$32,600

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included in fee

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Attendance at additional City meetings, we have three (3) meetings planned for this project.
2. Geotechnical Exploration / Engineering Report
3. Wetland delineation and/or mitigation.
4. Easement negotiation beyond the ten hours included in the above scope of services.
5. Detailed technical specifications/front end specification preparation.
6. Detailed design of a retaining wall system (vegetated, concrete, or other similar system). If such a system is included in the project design, it will be "performance specified," such that the awarded contractor will ultimately be responsible for obtaining a detailed design of the wall system by a licensed engineer.
7. Design of streambank stabilization along the adjacent portion of the creek (beyond what is required for the three spot repairs)
8. Assistance in obtaining a US Army Corps of Engineers Individual Permit for the proposed work, if deemed necessary by the Corps
9. Additional construction services such as review and approval of change orders and pay applications, review of submittals, on-site observation, final walk through/punchlist site visit, construction staking.
10. Any additional surveying and/or engineering requested that is not listed in the Scope of Services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of

goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the

termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related

to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Marti Ahlgren, PMP
mahlgren@shive-hattery.com



Gregory Schaapveld, P.E.
gschaapveld@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bettendorf, IA

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

GJS/MNA/mna



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Crestview Heights Seventh Addition (replat of Lot 1, Crestview Heights Third Addition and Lot 1, Crestview Heights Fifth Addition), submitted by Lynda Bolin. (Case 21-047)

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

Lynda Bolin has submitted a replat for an area on the east side of Elk Drive and north of Belmont Road (see Aerial Photo - Attachment A). The request is to plat two lots of record into one. The lots included in the replat are Lot 1, Crestview Heights Fifth Addition and Lot 1, Crestview Heights Third Addition. The applicant and owner currently resides in a house on Lot 1, Crestview Heights Third Addition (2945 Elk Drive). Lot 1, Crestview Heights Fifth Addition is currently undeveloped (see Century Heights Seventh Addition Final Plat - Attachment B). The land use designation for the site is Urban Low Intensity. The proposed plat is zoned A-2, Rural Residence District (see Zoning Map - Attachment C). All lots adjacent to the proposed plat are also located within the A-2 district.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Provide Housing Options and Reinvest in Existing Neighborhoods;

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) Crestview Heights Seventh Addition Final Plat; (C) Zoning Map; (D) Staff report to the Planning and Zoning Commission; (E) Planning and Zoning Commission report to the Mayor and City Council; (F) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING THE FINAL PLAT OF
CRESTVIEW HEIGHTS SEVENTH ADDITION
(REPLAT OF LOT 1, CRESTVIEW HEIGHTS THIRD ADDITION AND
LOT 1, CRESTVIEW HEIGHTS FIFTH ADDITION)**

WHEREAS, Lynda Bolin has submitted the final plat of Crestview Heights Seventh Addition (replat of Lot 1, Crestview Heights Third Addition and Lot 1, Crestview Heights Fifth Addition), and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Crestview Heights Seventh 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 6th day of July, 2021.

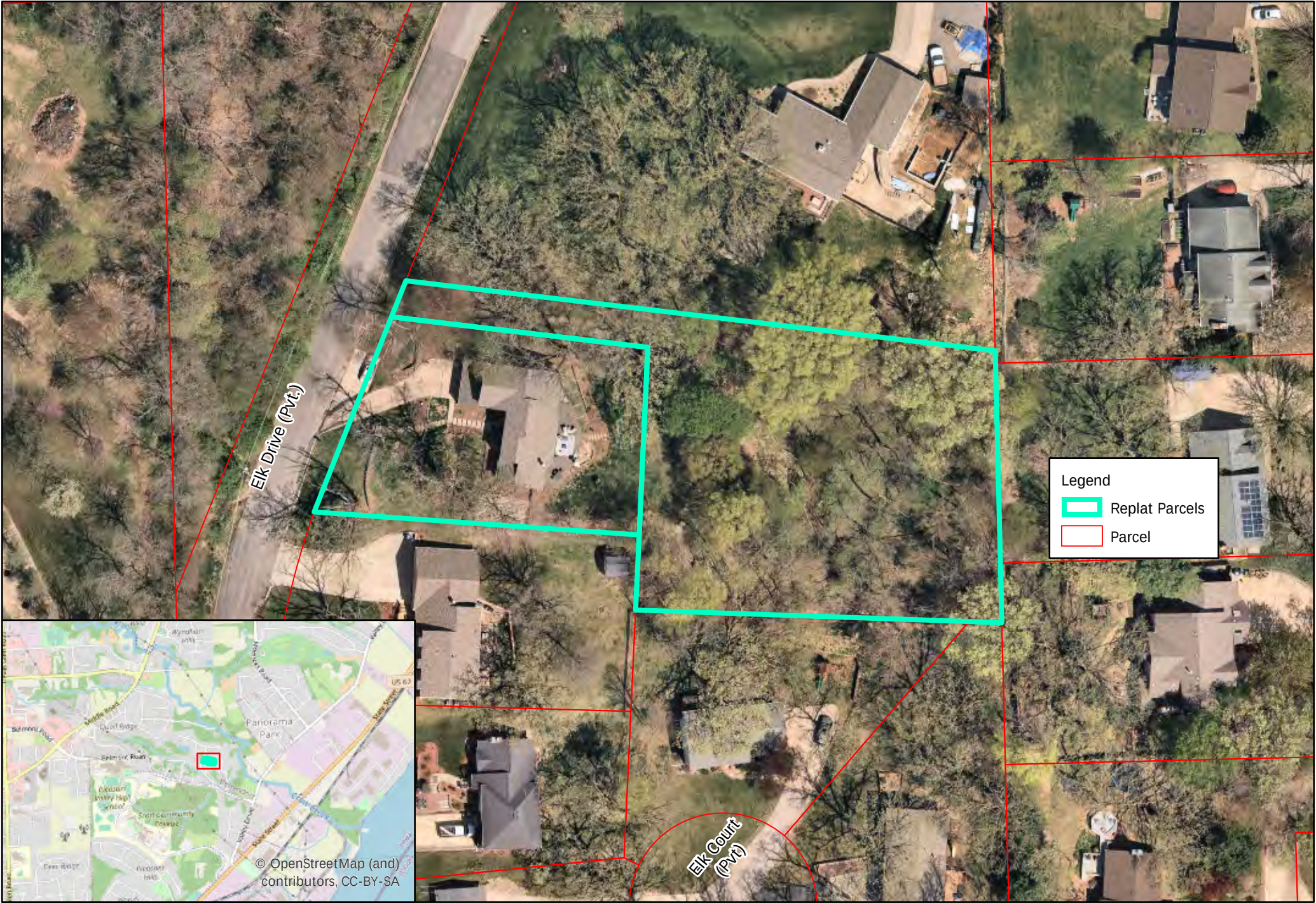
Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

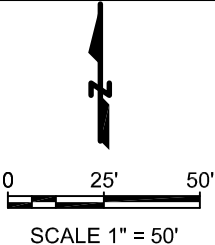
Case 21-047: Crestview Heights 7th Addition - Replat Aerial **Photo**

1 Inch = 65 Feet
0 25 50 100 150 Feet

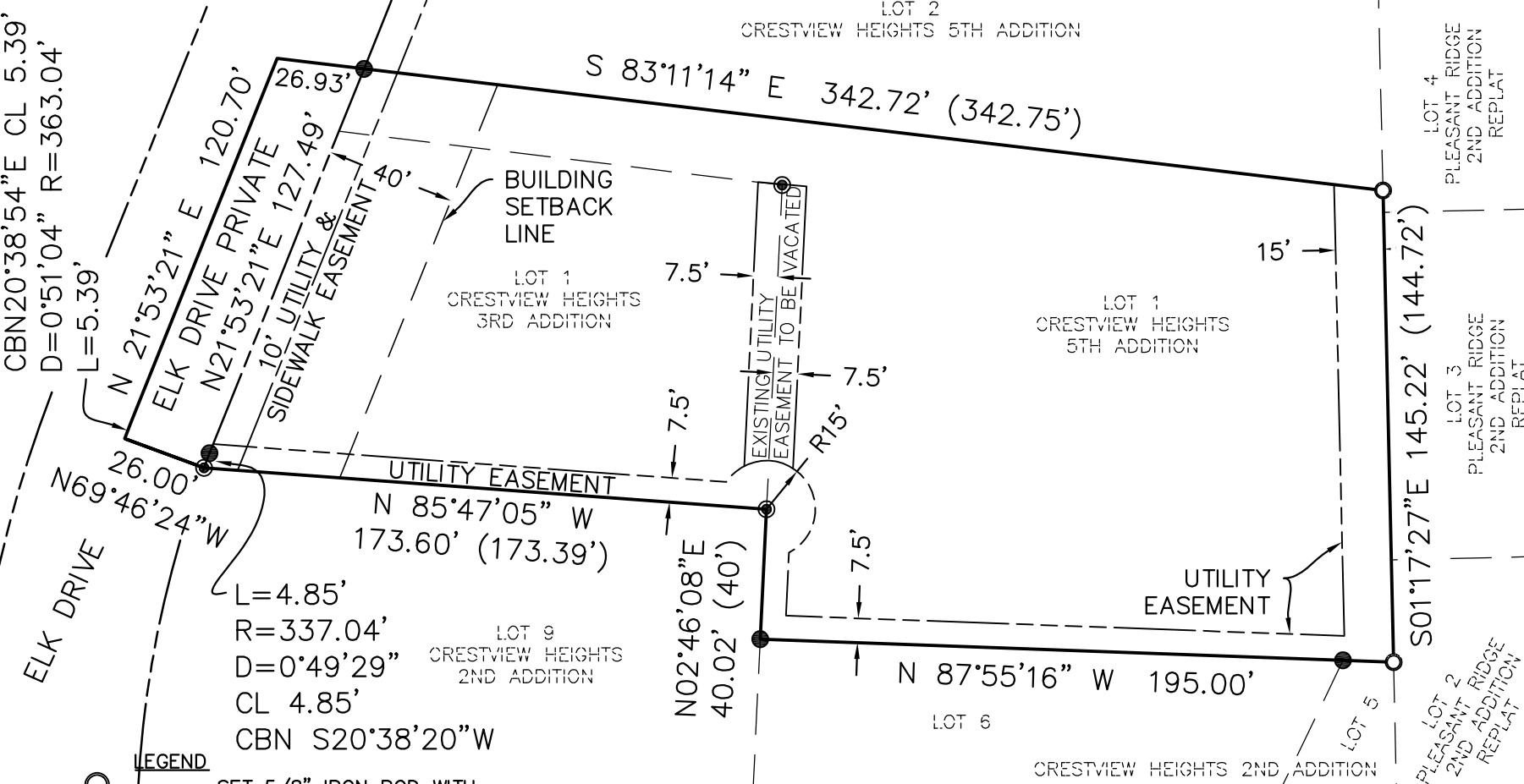


Description: Lot 1, Crestview Heights Fifth Addition &
Lot 1, Crestview Heights Third Addition
Requestor: Lynda Bolin
Proprietor: Lynda Bolin
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
lmiller@klingner.com (563) 359-1348

CRESTVIEW HEIGHTS SEVENTH ADDITION
BEING A REPLAT OF
LOT 1, CRESTVIEW HEIGHTS FIFTH ADDITION (DOC#11216-85) &
LOT 1, CRESTVIEW HEIGHTS THIRD ADDITION (DOC#17704-80)
CITY OF BETTENDORF, SCOTT COUNTY, IOWA



DO NOT
RECORD



THE UTILITY EASEMENTS SHOWN ARE APPROVED:

MIDAMERICAN ENERGY DATE

CENTURYLINK DATE

MEDIACOM DATE

IOWA AMERICAN WATER DATE

METRONET DATE

LEGAL DESCRIPTION:
LOT 1, CRESTVIEW HEIGHTS FIFTH ADDITION &
LOT 1, CRESTVIEW HEIGHTS THIRD ADDITION

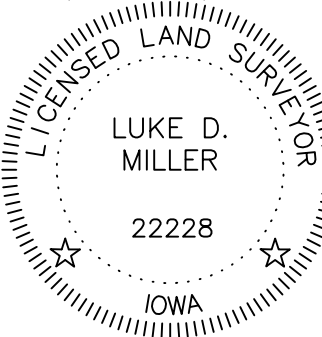
BEARINGS BASED ON THE IOWA STATE PLANE
COORDINATE SOUTH ZONE, NAD 83 (2011) EPOCH
2010.00

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

Signature: DO NOT RECORD
Luke D. Miller P.L.S., License Number 22228

Date: 6-9-2021
My license renewal date is December 31, 2021

THIS SHEET ONLY
Pages or sheets covered by this seal:



THIS FINAL PLAT AS SHOWN IS APPROVED:

PLAN & ZONE COMMISSION DATE

CITY OF BETTENDORF DATE

ATTEST DATE

KLINGNER
& ASSOCIATES, P.C.
Engineers • Architects • Surveyors
www.klingner.com
Quincy, IL Galesburg, IL Burlington, IA
Pella, IA Hannibal, MO Columbia, MO
Davenport, Iowa
4111 East 60th St
563.359.1348

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REVISION HISTORY

NO. DESCRIPTION DATE APPR.

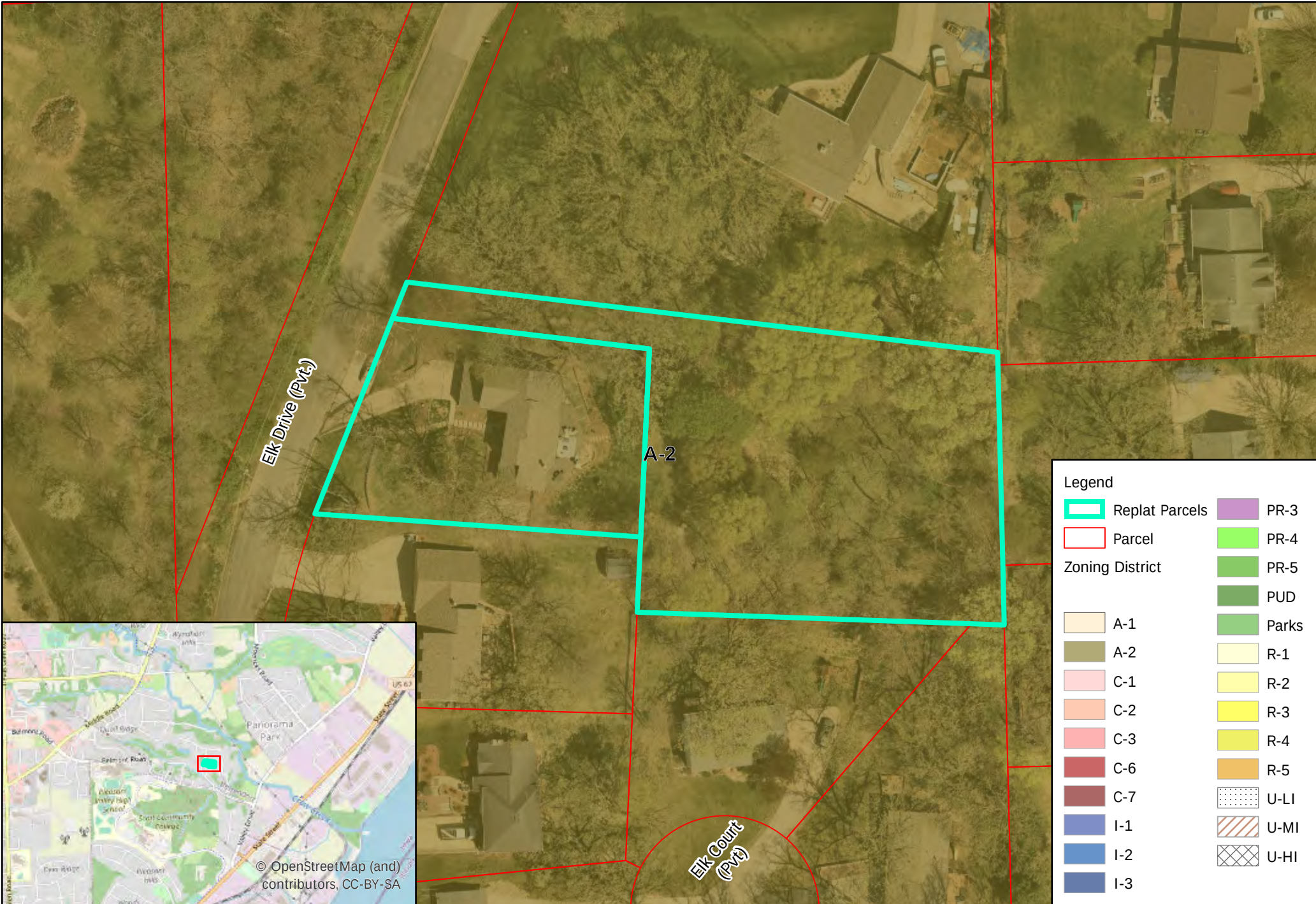
FINAL PLAT
LYNDA BOLIN
2945 ELK DRIVE
BETTENDORF, IA 52722

Non-Reduced Sheet Size: 14" x 8.5"

DESIGNED JLR	DRAWN: JLR
FIELD	FIELD BOOK
CHECKED: LDM	CHECK DATE

FINAL PLAT
PROJECT NO. 21-6053
DRAWING ISSUED DATE: 5-25-2021
SHEET 1 OF 1

Case 21-047: Crestview Heights 7th Addition - Replat Zoning Map





COMMUNITY DEVELOPMENT

City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4071

June 16, 2021

Staff Report

Case No. 21-047

Request: Crestview Heights Seventh Addition - Replat

Location: 2945 Elk Drive (East side of Elk Drive, north of Belmont Road)

Zoning Classification: A-2, Rural Residence District

Future Land Use Designation: Urban Low Intensity

Background Information and Facts

Lynda Bolin has submitted a replat for an area on the east side of Elk Drive and north of Belmont Road (see Aerial Photo - Attachment A). The request is to plat two lots of record into one. The lots included in the replat are Lot 1, Crestview Heights Fifth Addition and Lot 1, Crestview Heights Third Addition. The applicant and owner currently resides in a house on Lot 1, Crestview Heights Third Addition. Lot 1, Crestview Heights Fifth Addition is currently undeveloped (see Century Heights Seventh Addition Final Plat - Attachment B).

Land Use

The land use designation for the site is Urban Low Intensity. The proposed plat is zoned A-2, Rural Residence District (see Zoning Map - Attachment C). All lots adjacent to the proposed plat are also located within the A-2 district.

Utilities

A utility easement exists between Lot 1, Crestview Heights Fifth Addition and Lot 1, Crestview Heights Third Addition. The combination of these lots will no longer require this easement.

Thoroughfare Plan/Access

The access will remain from Elk Drive, a privately-owned and maintained subdivision road.

Recommended Action

Staff recommends the Planning and Zoning Commission support approval of the final plat.

Respectfully submitted,

Taylor Beswick
City Planner

June 23, 2021

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 Crestview Heights
Seventh Addition (replat), submitted by Lynda Bolin. (Case 21-047)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named final plat request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

5. Case 21-047; Crestview Heights Seventh Addition, submitted by Lynda Bolin.

Beck reviewed the staff report. Hunt added that the owner of the two lots involved wishes to combine them for personal reasons.

Megan Tarasi, 2875 Elk Court, asked on behalf of the homeowner's association how the plat would affect their assessments which are based on lot ownership. Curran explained that ultimately it would be a function of the documents controlling the homeowner's association. He added that the plat will combine two lots and is in conformance with the subdivision ordinance.

Tarasi asked when the combination of the lots would be official. Morlok stated that it would be final when the plat is recorded. Wennlund added that the City Council would approve the plat at the next meeting and then signatures would need to be obtained. Morlok commented that it would likely be 45-60 days until it is recorded.

On motion by Kappeler, seconded by Adam, that the final plat of Crestview Heights Seventh Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Belmont at Towne Centre Addition, submitted by Dan Elias/DFCA, Inc./Towne Centre, LLC. (Case 21-048)

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

Dan Elias/DFCA, Inc./Towne Centre, LLC has submitted the final plat of Belmont at Towne Centre Addition (see Aerial Photo - Attachment A). The zoning classification of the final plat is C-2, Community Commercial District (see Zoning Map - Attachment B). Originally the ground was platted for a one-lot subdivision, but a more recent plat further divided the lots facing Devils Glen Road (see Hartz First and Fifth Additions – Attachments C and D). The proposed final plat, which is 10 acres in size, is substantially compliant with the approved preliminary plat (see Preliminary Plat - Attachment E and Final Plat - Attachment F).

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Zoning Map; (C) Hartz First Addition Final Plat; (D) Hartz Fifth Addition Final Plat; (E) Preliminary Plat; (F) Final Plat; (G) Staff report to the Planning and Zoning Commission; (H) Planning and Zoning Commission report to the Mayor and City Council; (I) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING THE FINAL PLAT OF
BELMONT AT TOWNE CENTRE ADDITION
(REPLAT OF PART OF LOT 1, HARTZ FIRST ADDITION AND
LOT 1, HARTZ FIFTH ADDITION)**

WHEREAS, Dan Elias/DFCA, Inc./Towne Centre, LLC has submitted the final plat of Belmont at Towne Centre Addition (replat of part of Lot 1, Hartz First Addition and Lot 1, Hartz Fifth Addition), and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Belmont at Towne Centre 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.
2. Approval of the final plat and a site development plan is required before development occurs on any specific lot.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Case 21-048: Belmont at Towne Centre Final Plat Aerial Photo

1 Inch = 222 Feet

0 85 170 340 510 Feet



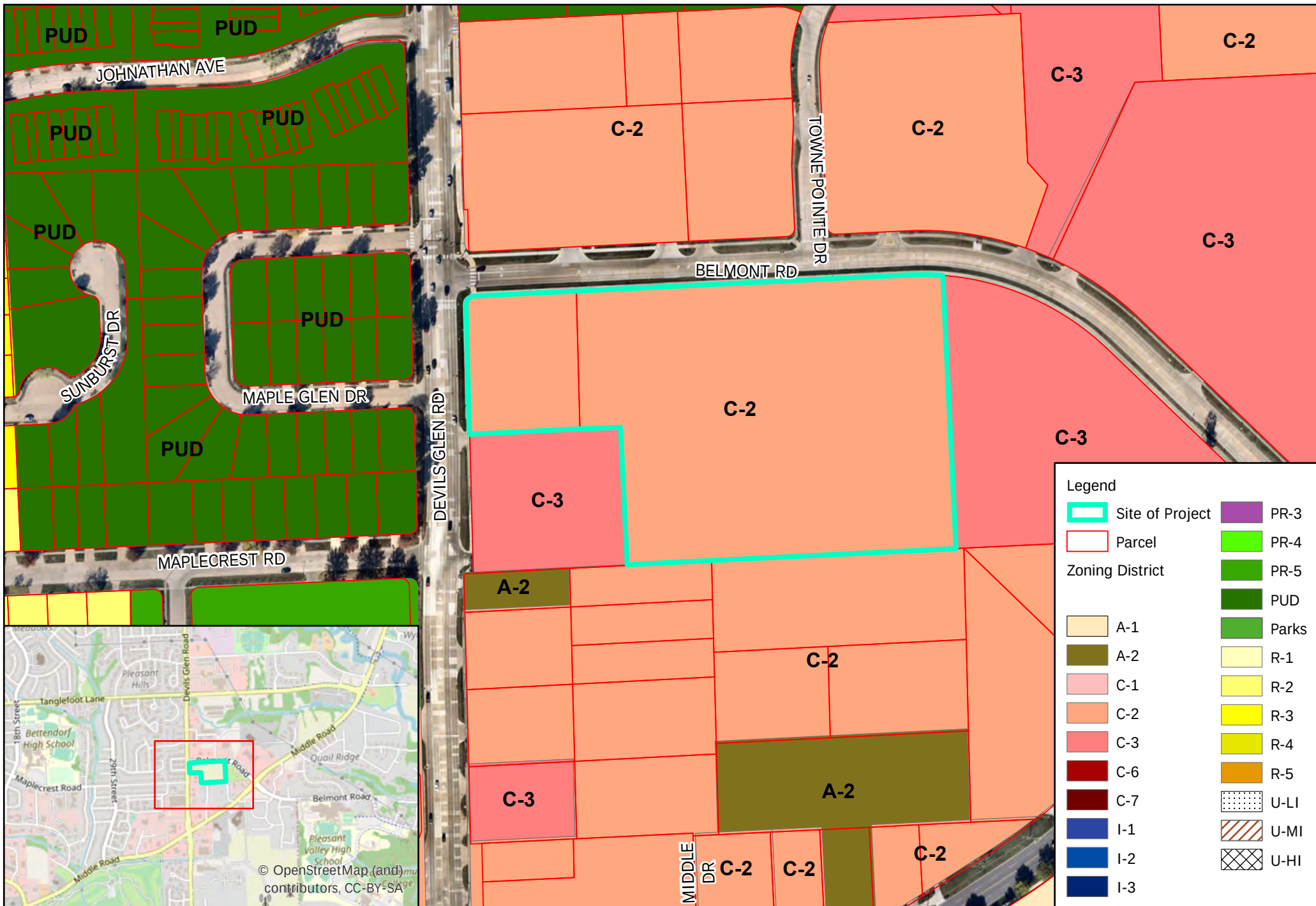
Legend

- Site of Project
- Parcel

Case 21-048: Belmont at Towne Centre Final Plat Zoning Map

1 Inch = 222 Feet

0 85 170 340 510 Feet



FINAL PLAT OF
HARTZ FIRST ADDITION
TO THE CITY OF BETTENDORF, IOWA

PART OF THE SOUTHEAST QUARTER SECTION 15
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M.

OWNER-DEVELOPER
HENRY F. & ALVIN H. HARTZ
AGENT: CHET ROBBINS
4327 BUNKER HILL DRIVE
BETTENDORF, IOWA

ATTACHMENT C

NORTHWEST CORNER
SOUTHEAST QUARTER
SECTION 15-78-4

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT

ECREST
ROAD

LUTHER
FIRST
ION

HENRY F. & ALVIN H. HARTZ

FUTURE BELMONT ROAD

EAST

790.71'

LOT 1
(10.0 ACRES, ±)

$\Delta = 07^{\circ} - 08' - 15''$
 $R = 485.00'$
 $ARC = 60.42'$
 $CH = 60.38'$
 $T = 30.25'$

HENRY F. & ALVIN H. HARTZ

GENERAL NOTES

IRON MONUMENTS SET SHOWN THUS $\bigcirc$ (5/8" ϕ x 3'-0")
CONCRETE MONUMENTS SHOWN THUS $\square$ (6" x 6" x 4'-0")
DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF
SUBDIVISION CONTAINS 10.0 ACRES, MORE OR LESS

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH
THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF
BETTENDORF, IOWA

BLANKET UNDERGROUND EASEMENTS GRANTED TO INDIVIDUAL
STRUCTURES FOR GAS SERVICE, WATER SERVICE, ELECTRIC
SERVICE, TELEPHONE SERVICE, SEWER LATERALS & CABLE T.V.

SIDEWALK SHALL BE INSTALLED ALONG DEVILS GLEN ROAD
AND ALONG BELMONT ROAD WHEN IT IS DEVELOPED

NO DIRECT ACCESS SHALL BE ALLOWED BETWEEN LOT 1
AND DEVILS GLEN ROAD. ACCESS TO DEVILS GLEN ROAD
SHALL BE LIMITED TO THE LOCATION OF FUTURE BELMONT ROAD.

CITY OF BETTENDORF, IOWA

PLAN & ZONE COMMISSION

IOWA ILLINOIS GAS & ELECTRIC CO.

NORTHWESTERN BELL TELEPHONE CO.

DAVENPORT WATER CO.

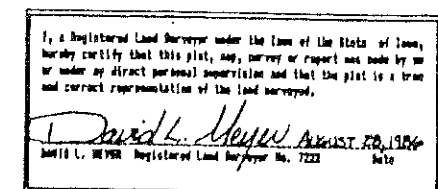
BY *[Signature]*
DATE 9/22/86

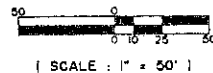
BY *[Signature]*
DATE 9/11/86

BY *[Signature]*
DATE 8-4-86

BY *[Signature]*
DATE 9-4-86

PREPARED BY
VERBEKE - MEYER





FINAL PLAT OF

HARTZ FIFTH ADDITION

TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 15
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M.
AND BEING A REPLAT OF PART OF LOT 1
HARTZ FIRST ADDITION

ATTACHMENT D

OWNER

FIRST BAPTIST CHURCH OF BETTENDORF

BETTENDORF, IOWA

CURVE NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT
1	15.00'	88°-39'-55"	23.21'	20.96'	N.45°-40'-00"E.	14.65'

DEVELOPER

MEL FOSTER CO. PROPERTIES, INC. OF IOWA

3211 EAST 35th STREET COURT

DAVENPORT, IOWA

ATTN: ROB FICK

GENERAL NOTES

CONCRETE MONUMENTS FOUND SHOWN THUS  (6" x 6" SQUARE)IRON MONUMENTS FOUND SHOWN THUS  (5/8" IRON PIN)IRON MONUMENTS SET SHOWN THUS  (5/8" x 30" IRON PIN)

DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF

SUBDIVISION CONTAINS 2.30 ACRES, MORE OR LESS

FOR THIS SURVEY THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15-78-4 WAS ASSUMED TO BEAR EAST

BLANKET UNDERGROUND EASEMENT GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED

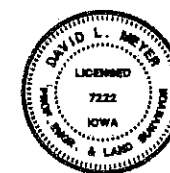
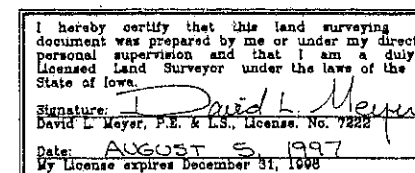
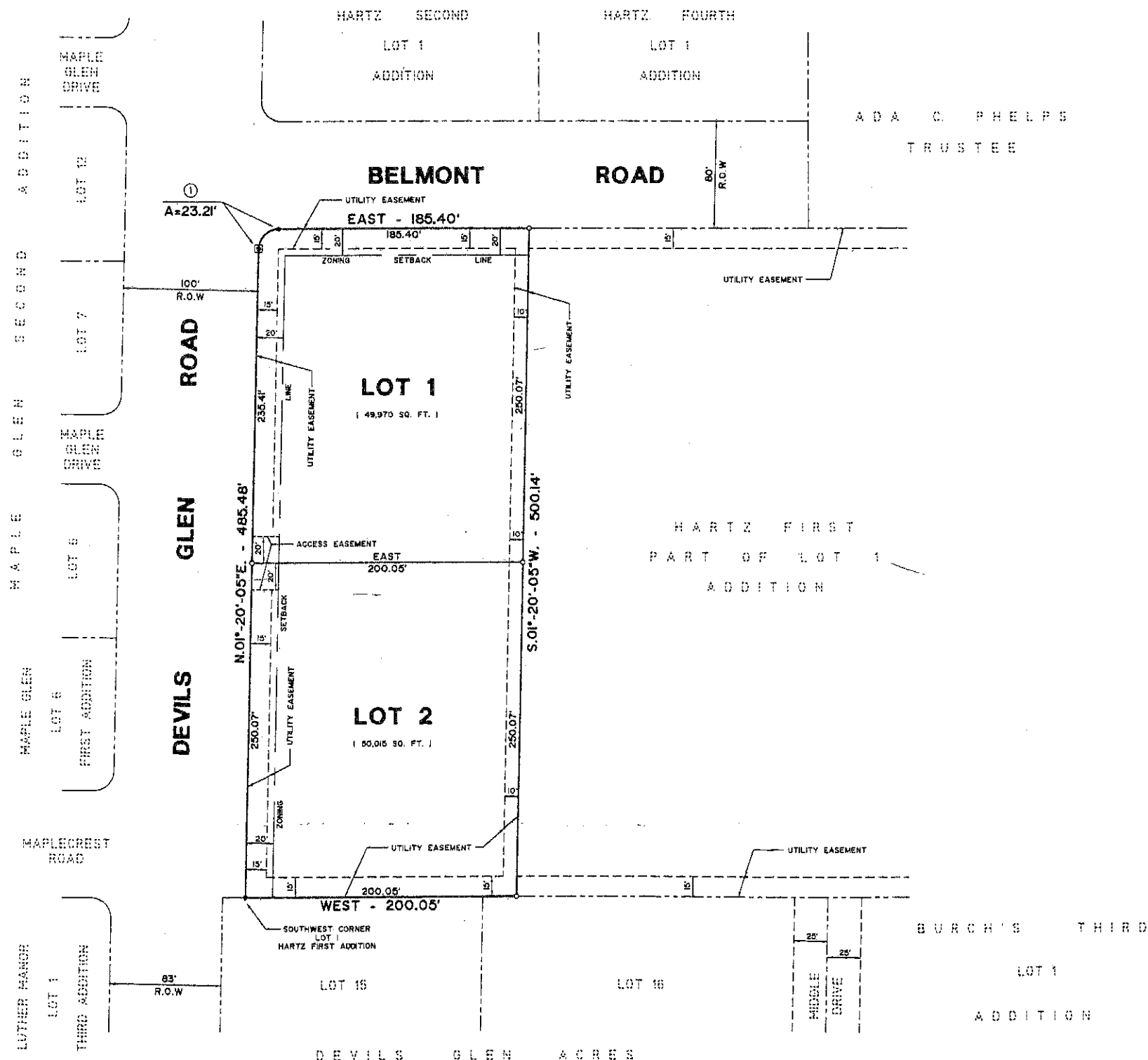
ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA

ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN

A SIX FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG DEVILS GLEN ROAD AND A FOUR FOOT WIDE SIDEWALK SHALL BE INSTALLED ALONG THE SOUTH SIDE OF BELMONT ROAD

BLANKET UNDERGROUND EASEMENTS GRANTED FOR ELECTRIC TRANSFORMERS AND PRIMARY ELECTRIC CABLE

A SECOND ACCESS FROM LOT 2 TO DEVILS GLEN ROAD, IF NEEDED, MUST BE LOCATED WITHIN THE SOUTH 80 FEET OF LOT 2. ACCESS FROM LOT 1 TO BELMONT ROAD SHALL BE LOCATED WITHIN THE EAST 50 FEET OF LOT 1.



WEST COMMUNICATIONS

MIDAMERICAN ENERGY COMPANY

IOWA-AMERICAN WATER CO.

TELE-COMMUNICATIONS INC.

PLAN & ZONE COMMISSION

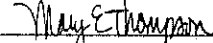
CITY OF BETTENDORF, IOWA

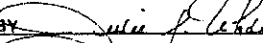
PREPARED BY

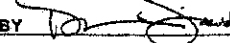
VERBEKE - MEYER

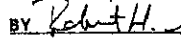
CONSULTING ENGINEERS, P.C.

DAVENPORT, IOWA

BY 
DATE 9-8-97

BY 
DATE 9-8-97

BY 
DATE 9-8-97

BY 
DATE 9/23/97

ATTEST


RESOLUTION NO. 284 -97

RESOLUTION APPROVING THE FINAL PLAT OF
HARTZ FIFTH ADDITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the Final Plat of Hartz Fifth Addition to the City of Bettendorf, Iowa, as filed with the Community Development Director of said City by Mel Foster Co. Properties, Inc. of IA, be and the same is hereby approved and adopted, subject to the following conditions:

1. That sidewalks be provided along the east side of Devils Glen Road and the south side of Belmont Road.
2. That Lots 1 and 2 share the access as shown on the plat.
3. That a second access to Lot 2 along Devils Glen Road be allowed in the southerly 80 feet only.
4. That access to Lot 1 off of Belmont Road be located along the north-eastern corner of the lot.
5. That the City not extend Middle Drive west to Devils Glen Road so not to interfere with Lot 2.

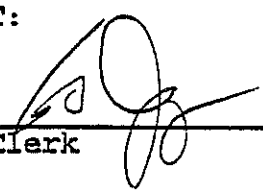
BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized and instructed to certify to the adoption of this Resolution upon said plat.

PASSED, APPROVED AND ADOPTED this 2nd day of September,
1997.



Mayor

ATTEST:



City Clerk

C-2 Community Commercial District

11-5-11: The C-2 community shopping district is intended to provide areas to be used as the primary shopping area for the local area and other nearby communities, transients, and for the shopping area for occupants of various business and industrial establishments. The district permits most all types of business and commercial enterprises, offices, and service establishments. This district is normally centrally located with respect to the shopping service area and located at the convergence or along the major thoroughfares of the community.

11-5-11B - Site And Structure Requirements:

- 1. **Minimum Lot Area** None required, except that each site area per housing unit shall have a ground area of not less than 1,500 square feet.
- 2. **Front Yard** All structures shall be set back at least 20 feet from the front lot line.
- 3. **Side Yard** None required; however, if a yard is provided, it shall be not less than 5 feet. Adjoining a residential district, a side yard equal to the adjacent yard required in the adjoining residential district shall be required.
- 4. **Rear Yard** None required.
- 5. **Maximum Height** No structure or portion thereof shall exceed a height of 10 stories or one 100 feet.

C-3 General Business District

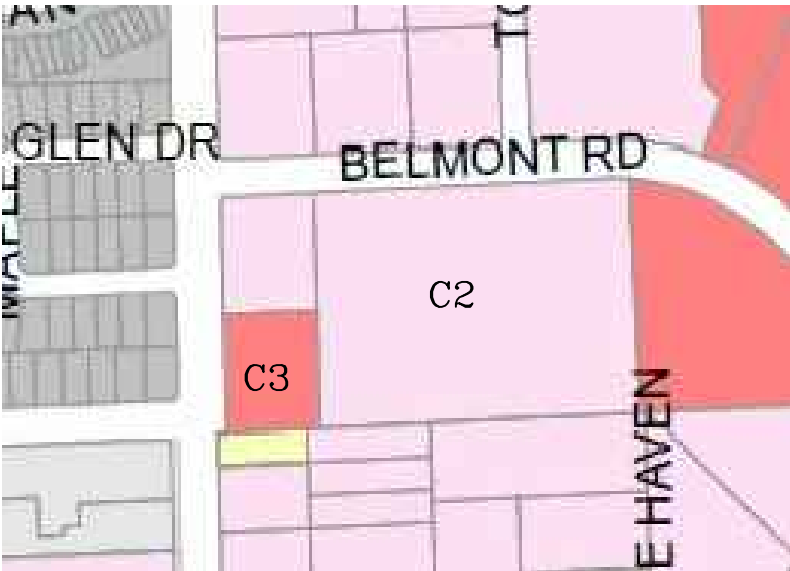
11-5-12: The C-3 general business district is intended to provide mixed-use areas to be used for all types of retailing and service uses, certain wholesale and warehousing uses, and some limited industrial activities that are normally associated with commercial uses. The uses allowed are often large space uses and cater to customers who do not make frequent purchases. The market area for the permitted use extends to an area much larger than the local community. Automotive service type uses and automobile associated uses are normally located in this district to serve passerby traffic. Well-designed larger scale apartment complexes may also be included in this district. The district is normally located along major thoroughfares, where adequately sized parcels of land allow for large setbacks, clear vision, and safe ingress and egress.

11-5-11B - Site And Structure Requirements:

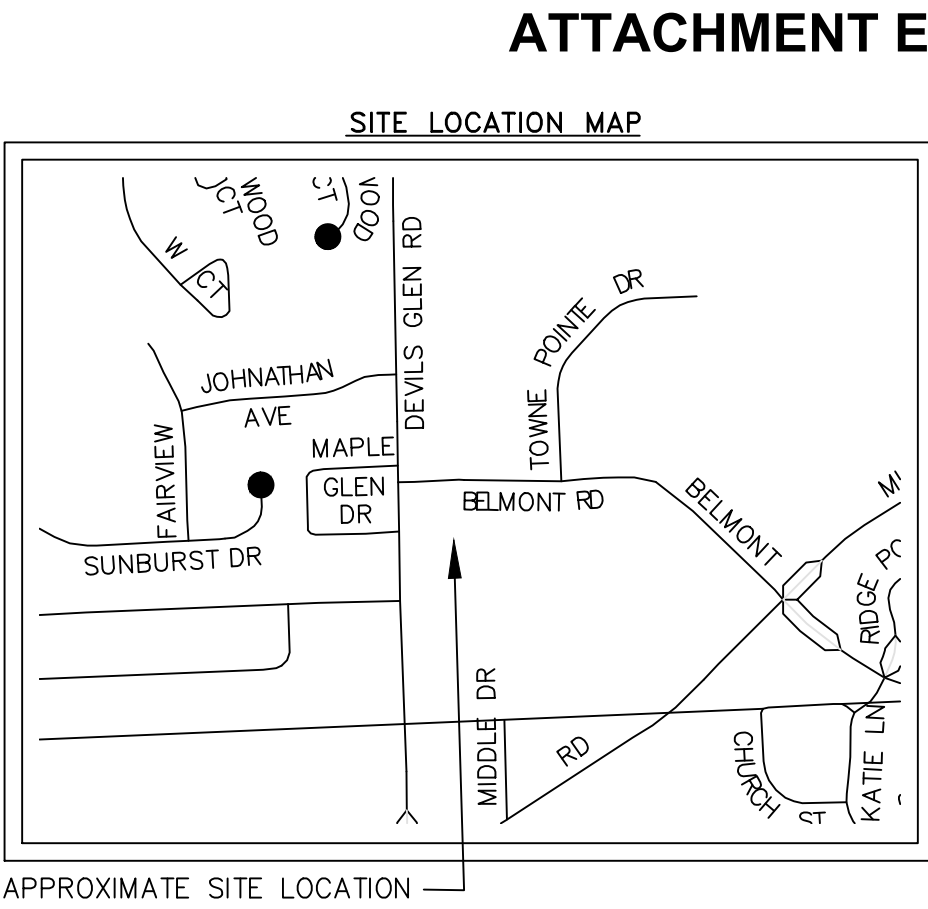
- 1. **Minimum Lot Area** None required, except that each site area per housing unit shall have a ground area of not less than 1,500 square feet.
- 2. **Front Yard** All structures shall be set back at least 20 feet from the front lot line.
- 3. **Side Yard** None required; however, if a yard is provided, it shall be not less than 5 feet. Adjoining a residential district, a side yard equal to the adjacent yard required in the adjoining residential district shall be required.
- 4. **Rear Yard** 100% of lot depth to maximum of 10 feet.
- 5. **Maximum Height** No structure or portion thereof shall exceed a height of 10 stories or one 100 feet.

PRELIMINARY PLAT
Belmont at Towne Centre Addition
AN ADDITION TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M. CITY OF
BETTENDORF, SCOTT COUNTY, IOWA AND BEING A REPLAT OF
PART OF LOT 1 OF HARTZ 1ST ADDITION AND LOT 1 OF HARTZ
5TH ADDITION



CURRENT ZONING



APPROXIMATE SITE LOCATION

NOTES:

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

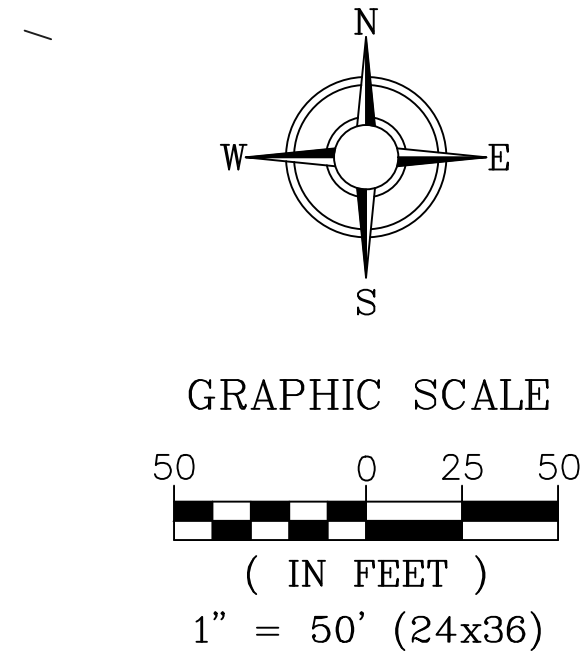
ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

NO PORTION OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAPS #19163C0386G, EFFECTIVE DATE JUNE 9, 2014.

OUTLOT A SHALL BE DESIGNATED FOR STORM WATER DETENTION AND SHALL BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

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.

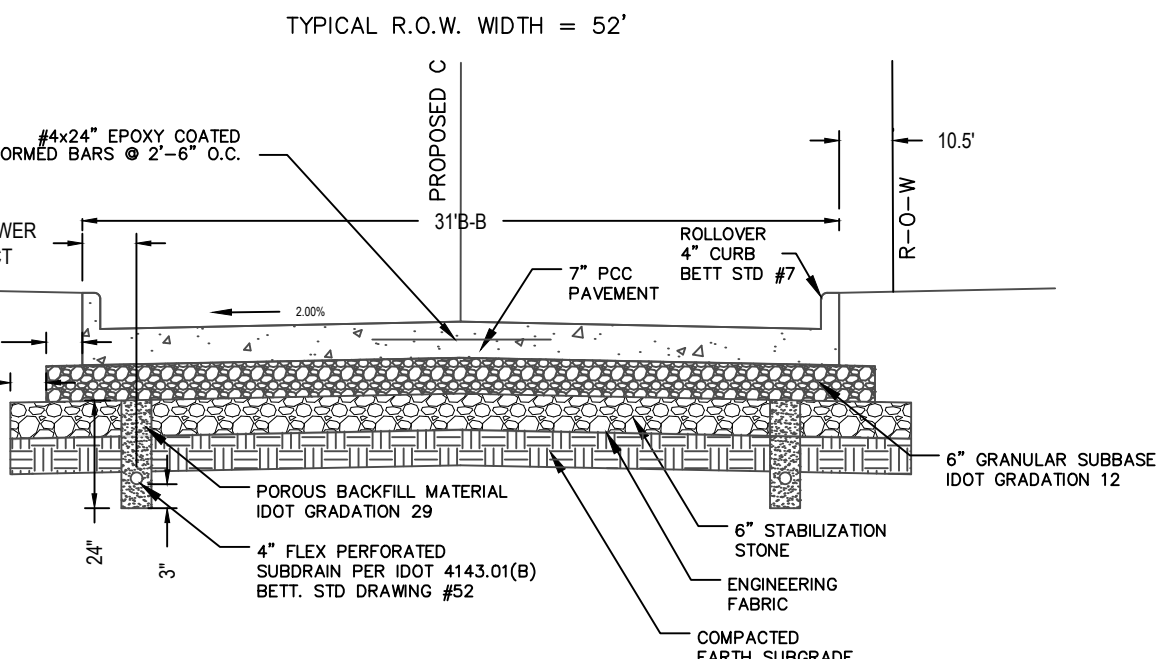
STORM WATER QUALITY MUST BE PROVIDED BY EACH LOT OWNER.



Area of Subdivision:
Gross: 8.405 Acres ±
R.O.W.: 0.599 Acres ±
Lots 1-2: 7.082 Acres ±
Outlot A: 0.724 Acres ±

PLAT INFORMATION

1. Owners:
DFCA INC,
Towne Centre, LLC
P.O. Box 69
Bettendorf, Iowa 52722
2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
3. Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
4. Attorney:
Lane and Waterman
220 N. Main Street, Ste. 600
Davenport, IA 52801
Ph: (563) 333-6660



TYPICAL PAVEMENT SECTION
NOT TO SCALE

LEGEND:			
--- EASEMENT	M	EXISTING GAS VALVE	--- EXISTING CONTOUR LINE
--- SETBACK LINE	O	EXISTING WATER VALVE	--- PROPOSED CONTOUR LINE
--- CENTERLINE	Q	EXISTING UTILITY POLE	
--- PROPERTY BOUNDARY	+	EXISTING LIGHT POLE	
--- EXISTING FENCE	+	EXISTING TREE	
--- EXISTING SANITARY	+	EXISTING BUSH	
--- PROPOSED SANITARY	+	EXISTING MANHOLE	
--- EXISTING STORM SEWER	+	EXISTING FIRE HYDRANT	
--- PROPOSED STORM SEWER	+	FOUND PROPERTY PIN	
--- EXISTING WATER	+	CONTROL POINT	
--- PROPOSED WATER	+		
--- EXISTING GAS LINE	+		
--- EXISTING ELECTRIC	+		



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

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2019
Pages or sheets covered by this seal: 1

	DATE: 04/27/2021 PROJECT NO: TOWNE CTR 2020 563 386.4236 office 386.4231 fax 2224 East 12th Street, Davenport, IA 52803	DRAWN BY: TAS CHECKED BY: MDR DRAWING LOCATION S:\ELIAS-DAN\TOWNE CENTER II\TOWNE CENTER 2020	REVISIONS:		PROJECT PRELIMINARY PLAT BELMONT AT TOWNE CENTRE ADDITION BETTENDORF, IOWA 52722	DEVELOPER DFCA INC. P.O. BOX 69 BETTENDORF, IOWA 52722	SHEET NO. 1 of 1
			NO.	DESCRIPTION			
			1.	PRE C.O.B. COMMENTS OF 5-6-21			

Belmont at Towne Centre Addition
AN ADDITION TO THE CITY OF BETTENDORF, IOWA
BEING PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 78
NORTH, RANGE 4 EAST OF THE 5th P.M. CITY OF BETTENDORF, SCOTT
COUNTY, IOWA AND BEING A REPLAT OF PART OF LOT 1 OF HARTZ 1ST
ADDITION AND LOT 1 HARTZ 5TH ADDITION

APPROVAL SIGNATURES:

MAYOR DATE:

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

IOWA - AMERICAN WATER COMPANY DATE:

METRONET DATE

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

NOTES:

- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
- COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.
- ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.
- BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.
- ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
- NO PORTION OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAPS #19163C0386G, EFFECTIVE DATE JUNE 9, 2014.
- OUTLOT A SHALL BE DESIGNATED FOR STORM WATER DETENTION AND SHALL BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.
- 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.
- STORM WATER QUALITY MUST BE PROVIDED BY EACH LOT OWNER.
- THE 10' UTILITY EASEMENT ALONG THE EAST LINE OF LOT 1 OF HARTZ FIFTH ADDITION TO BE VACATED WITH THE RECORDATION OF THE PLAT OF SUBDIVISION.

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	23.21' (23.21')	15.00' (15.00')	88°38'25" (88°39'55")	20.96' (20.96')	N42° 54' 22"E
C2	23.64'	15.00'	90°17'00"	21.27'	N47° 38' 56"W
C3	23.49'	15.00'	89°43'00"	21.16'	S42° 21' 04"W
C4	60.35' (60.42')	485.00' (485.00')	07°07'44" (07°08'18")	60.31' (60.38')	S89° 31' 27"E

PLAT INFORMATION

- Owners:
DFCA INC,
Towne Centre, LLC
P.O. Box 69
Bettendorf, Iowa 52722
- Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Attorney:
Lane and Waterman
220 N. Main Street, Ste. 600
Davenport, IA 52801
Ph: (563) 333-6660

THE MEASURED BEARINGS SHOWN HEREON
ARE BASED ON THE US STATE PLANE
COORDINATE SYSTEM, IOWA SOUTH ZONE
(1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00.



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

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: 1

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
AS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE = ———
EASEMENT LINE = - - - - -
SETBACK LINE = - · - · -
EXISTING LOT LINE = - · - · -

W

N

E

S

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1" = 30' (24x36)

Area of Subdivision:
Gross: 8.405 Acres ±
R.O.W.: 0.599 Acres ±
Lots 1-2: 7.082 Acres ±
Outlot A: 0.724 Acres ±



COMMUNITY DEVELOPMENT

City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4071

June 16, 2021

Staff Report

Case No. 21-048

Subdivision Name: Belmont at Towne Centre Addition - Final Plat

Location: Southeast of the intersection of Devils Glen Road and Belmont Road

Applicant: Dan Elias/DFCA, Inc./Towne Centre, LLC

Background Information and Facts

Dan Elias/DFCA, Inc./Towne Centre, LLC has submitted the final plat of Belmont at Towne Centre Addition (see Aerial Photo - Attachment A). The zoning classification of the final plat is C-2, Community Commercial District (see Zoning Map - Attachment B). Originally the ground was platted for a one-lot subdivision, but a more recent plat further divided the lots facing Devils Glen Road (see Hartz First and Fifth Additions – Attachments C and D). The proposed final plat which is 10 acres in size is substantially compliant with the approved preliminary plat (see Preliminary Plat - Attachment E and Final Plat - Attachment F).

Future Land Use and Comprehensive Plan

The land use designation for the site is Community Commercial in which C-2, Community Commercial zoning is permitted. A variety of commercial retail business may be accommodated by this site. Lot 1 is the proposed location of an ALDI grocery store for general food sales, which is a permitted use in the C-2 district. In the Comprehensive Plan, this final plat follows the Goals Plan and Organization, Goal C: Attract and Retain Business and Industry.

Utilities

Utility connections will come from the south along Devils Glen Road and west along Belmont Road. The developer will provide all utility connections to the site.

Thoroughfare Plan/Access

The plat includes public right-of-way to create an extension of Middle Drive connecting to Belmont Road. The new intersection of Belmont Road and Middle Drive occurs approximately 430 feet east of Devils Glen Road. Middle Drive will provide access to the proposed grocery store. A second point of access to the site is anticipated from an existing entrance on Devils Glen Road via an access easement between Lots 1 and 2 of Hartz Fifth Addition. While right-of-way has been set aside for Middle Drive to transit fully across the property, only the portion between the private access easement and Belmont Road is required to be completed at this time. Future development of the property will trigger the completion of the remaining Middle Drive segment shown on the plat. The City's standard assessment waiver will be modified to

release the owner of the obligation to pay for the installation of public improvements in the right-of-way dedicated for future construction of Middle Drive.

Storm Water Detention

Storm water detention will be required for the site. Storm water storage and release will be in Outlot A. Storm water detention designs must be approved by the City Engineer prior to the issuance of building permits.

Recommended Action

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

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.
2. Approval of a final plat and a site development plan is required before development occurs on any specific lot.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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 Belmont at Towne
Centre Addition (replat), submitted by Dan Elias/DFCA, Inc. (Case 21-048)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named final plat request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

6. Case 21-048; Belmont at Towne Centre Addition, submitted by Dan Elias/DFCA, Inc.

Beck reviewed the staff report. Hunt stated that the preliminary plat and site development plan for the site were approved by City Council on June 1, 2021.

Wennlund read a letter in opposition to the location of an ALDI grocery store at the corner of Belmont Road and Devils Glen Road from Susan Berger, 3625 Cedarwood Court. He stated that while he appreciates Berger's comments, he is offended by her contention that the Commission does not care what happens in the city. Kappeler stated that Berger's statement that nothing can be done once the Commission makes a decision on a case is inaccurate. She added that the Commission is a recommending body to the City Council and that there are opportunities to make changes to developments prior to the final decision.

Adam asked if Berger's question regarding Middle Drive had been answered at the previous City Council meeting. Hunt explained that several of Berger's questions regarding the project were addressed. He stated that the segments of Middle Drive will someday be connected, adding that the necessary right-of-way to facilitate that connection is shown on the plat. He commented that the city does not have the authority to require a relocation of the proposed ALDI store regardless of Berger's suggestion that it be moved elsewhere. He stated that if a project is code-compliant, a developer has the right to move forward with the project. Adam commented that the city is not in the position to pick winners and losers. Hunt added that Berger's suggestion that ALDI move into the former Schnuck's location is not feasible as it is still under lease until 2023.

An unidentified resident who lives in the area expressed concern about the increased traffic that has been generated from Kwik Star and which will be caused by ALDI. She asked whether a traffic study has been done to determine the exact increase in traffic volume. She commented that there is an unreasonable amount of noise caused by Kwik Star customers. She stated that the location is not appropriate for ALDI, adding that she does not want to see another empty building in the area.

Morlok explained that Devils Glen Road and Middle Road are the two largest arterial streets in the city and are meant to carry heavy traffic. He stated that traffic counts are updated every 4 years, adding that there has been an increase on Devils Glen Road related to recent development. He stated that Devils Glen Road near the proposed ALDI site is a 5-lane road with turn lanes and is meant to carry between 25,000 to 30,000 cars per day. He indicated that the approximate average daily traffic in front of HyVee is 20,000 cars. He stated that access is available to the proposed ALDI store from Devils Glen Road via an existing shared driveway and from the main entrance on Belmont Road. Hunt added that as the area continues to develop, Middle Drive will also serve as an entrance to the property. He noted that this property and the majority of the surrounding properties are zoned C-2 or C-3 in accordance with the Comprehensive Plan and future land use map. Kappeler commented that the zoning

has been in place for a long time. Hunt explained that the homes located along Middle Drive are nonconforming uses.

Lois Harper, 3468 Maple Glen Drive, asked where storm water runoff would be drained. Morlok explained that runoff will be piped to a dry storm water detention basin located east of the existing strip mall and then piped to the storm sewer system in Devils Glen Road.

Harper expressed concern about the increased traffic that will be directed onto Devils Glen Road. Morlok explained that the site will be accessed from the existing driveway on Devils Glen Road, a new entrance from the site onto Belmont Road, and from the new section of Middle Drive.

On motion by Kappeler, seconded by Stoltenberg, that the final plat of Belmont at Towne Centre Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Bettplex Sixth Addition (replat of Lot 6, Bettplex Second Addition), submitted by Kevin Koellner/Build to Suit, Inc. (Case 21-051)

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

Kevin Koellner/Focus Real Estate Development has submitted the final plat of Bettplex Sixth Addition which is a replat of Lot 6, Bettplex Second Addition (see Final Plat of Bettplex Sixth Addition - Attachment A and Final Plat of Bettplex Second Addition - Attachment B). The property is located east of 6910 Middle Road (see Aerial Photo - Attachment C).

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Bettplex Sixth Addition Final Plat; (B) Bettplex Second Addition Final Plat; (C) Aerial Photo; (D) Staff report to the Planning and Zoning Commission; (E) Planning and Zoning Commission report to the Mayor and City Council; (F) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING THE FINAL PLAT OF
BETTPLEX SIXTH ADDITION
(REPLAT OF LOT 6, BETTPLEX SECOND ADDITION)**

WHEREAS, Kevin Koellner/Build to Suit, Inc. has submitted the final plat of Bettplex Sixth Addition (replat of Lot 6, Bettplex Second Addition), and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Bettplex Sixth 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.
2. Designs for the site must be provided during the site development plan process with approval by City Council prior to the issuance of building permits.
3. Private sidewalks shall be provided by the owner(s) of lots in the subdivision and egress and ingress easements will provide access between lots in the subdivision and to parcels bordering Bettplex Sixth Addition.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

PRELIMINARY
06-09-2021

Blanket Reciprocal Access and Parking Easements are granted to Lots 1 - 3 of Bettplex 6th Addition.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°01'00" W	25.34'
L2	N 09°35'41" E	46.83'
L3	N 02°01'00" W	47.93'

SCALE: 1" = 40'

PHONE: (563) 355-2022

BY _____
DATE _____

06-09-2021

Daryl A. Brickner, P.E. No. 13581 Date _____
My license renewal date is December 31, 2021
No. of sheets covered by this seal: _____

FINAL PLAT

Sheet 1 of 1

FINAL PLAT OF BETTPLEX SECOND ADDITION A RE-PLAT OF LOTS 3 AND 4 IN BETTPLEX FIRST ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA 17.66 ACRES±

OWNER / SUBDIVIDER
THE BETTPLEX LLC
KEVIN KOELLNER
P.O. BOX 394
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

AC
L
R
SF
BSL
POB
ROW
UE

ABBREVIATIONS
ACRES
LENGTH
RADIUS
SQUARE FEET
BUILDING SETBACK LINE
POINT OF BEGINNING
RIGHT OF WAY
UTILITY EASEMENT

BASIS OF BEARING
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



100' 0 100' 200'
SCALE: 1" = 100'

LEGEND

- REBAR, FOUND
- ▲ REBAR WITH CAP # _____ FOUND
- △ 5/8" REBAR WITH CAP #13581 SET
- 1/2" SQ. PIN, FOUND
- ⊗ P.K. NAIL, FOUND
- ⊙ R.O.W. MARKER, FOUND
- SECTION CORNER
- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- UNDERLYING DEED LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENTS
- VACATED EASEMENT
- SECTION LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING SETBACK LINE
- PROPOSED SETBACK LINE

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Build to Suit.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as apart of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-282-8689 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0376F, 19163C0377F, 19163C0378F and 19163C0379F, all with an Effective Date February 18, 2011.

Distances are listed in feet and decimal part of a foot.

All monuments have been found or will be set as shown on this plat by December 1st 2018.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replanted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Easements designated as "Utility Easements" include all utilities that are provided by either the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf.

Blanket Reciprocal Access Easements are granted to Lots 1 thru 5.

The existing 20 ft. Utility Easement across the middle of Proposed Lot 8 is hereby vacated in favor of the proposed Utility Easement along the north line of Proposed Lot 7 and south line of Proposed Lot 8.

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.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	103.28'	526.00'	N 82°21'30" E	103.11'
C2	93.07'	474.00'	N 82°21'30" E	92.92'
C3	236.86'	427.00'	S 71°26'34" W	233.84'
C4	194.87'	427.00'	S 68°37'32" W	193.18'
C5	41.99'	427.00'	S 84°31'01" W	41.97'
C6	93.07'	474.00'	N 82°21'30" E	92.92'
C7	103.28'	526.00'	S 82°21'30" W	103.11'

AREA TABLE		LINE TABLE		
LOT	AREA S.F.±	AREA AC.±	LINE	DISTANCE
LOT 1	103,472 SF±	2.38 AC±	L1	S 02°01'00" E 32.00'
LOT 2	54,283 SF±	1.25 AC±	L2	N 02°01'00" W 77.40'
LOT 3	85,843 SF±	1.97 AC±	L3	N 87°59'00" E 28.21'
LOT 4	99,845 SF±	2.29 AC±	L4	S 02°02'51" E 172.90'
LOT 5	56,081 SF±	1.29 AC±	L5	S 02°01'00" E 279.71'
LOT 6	151,594 SF±	3.48 AC±	L6	N 87°59'00" E 42.47'
LOT 7	113,565 SF±	2.61 AC±	L7	N 76°44'00" E 70.66'
LOT 8	104,462 SF±	2.40 AC±	L8	N 87°59'00" E 42.47'
			L9	S 16°50'07" E 42.28'
			L10	S 16°50'07" E 54.09'
			L11	N 02°01'00" W 45.83'
			L12	N 00°45'31" W 104.29'

NEW EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C8	20.76'	459.00'	S 66°41'15" W	20.76'
C9	28.25'	458.00'	N 83°37'42" E	28.24'

NEW EASEMENT LINE TABLE			NEW EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L13	S 87°59'00" W	26.79'	L24	S 02°02'42" E	239.40'
L14	S 09°27'36" E	150.08'	L25	S 87°59'00" W	178.20'
L15	S 02°10'19" E	126.13'	L26	N 02°01'00" W	20.00'
L16	S 87°49'41" W	20.00'	L27	N 87°59'00" E	158.19'
L17	N 02°10'19" W	124.86'	L28	N 02°02'42" W	210.23'
L18	N 09°27'36" W	151.42'	L29	N 51°17'20" W	60.34'
L19	N 87°59'00" E	20.17'	L30	N 00°41'52" W	148.72'
L20	N 87°59'00" E	28.05'	L31	N 89°18'08" E	50.00'
L21	S 02°02'51" E	296.70'	L32	S 00°41'52" E	141.63'
L22	S 87°59'00" W	42.47'	L33	S 16°50'07" E	48.68'
L23	S 51°17'20" E	49.56'	L34	S 88°15'43" W	51.79'

IOWA - AMERICAN WATER CO.

BY *Kevin Koellner*
DATE *5-11-18*

CITY OF BETTENDORF

BY *Kevin Koellner*
ATTEST *Kevin Koellner*
DATE *5-29-18*

PLANNING AND ZONING

BY *Kevin Koellner*
DATE *5-30-18*

MID AMERICAN ENERGY CO.

BY *Mark Sporey*
DATE *5/22/18*

MEDIACOM

BY *Michelle Paul*
DATE *5-9-18*

CENTURYLINK

BY *Kevin Koellner*

REVISIONS
DESCRIPTION

No.

IMEG

BETTPLEX SECOND ADDITION
BETTENDORF, IOWA

IMEG Project
C17L
File Name:
C17L026-Property.dwg
© COPYRIGHT
ALL RIGHTS RESERVED
Field Book

Drawn By:
Checked By:





COMMUNITY DEVELOPMENT

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

June 16, 2021

Staff Report

Case No. 21-051

Request: Bettplex Sixth Addition - Replat

Location: Northwest of the intersection of Middle Road and Competition Drive

Applicant: Kevin Koellner/Focus Real Estate Development

Current Zoning Classification: C-7, Regional Entertainment District

Proposed Zoning Classification: C-3, General Business District

Current Land Use Designation: Community Commercial

Background Information and Facts

Kevin Koellner/Focus Real Estate Development has submitted the final plat of Bettplex Sixth Addition which is a replat of Lot 6, Bettplex Second Addition (see Final Plat of Bettplex Sixth Addition - Attachment A and Final Plat of Bettplex Second Addition - Attachment B). The property is located east of 6910 Middle Road (see Aerial Photo - Attachment C).

Future Land Use Map and Comprehensive Plan

The future land use designation for the site is Community Commercial. The public hearing and first reading of the ordinance rezoning the property to C-3, General Business District is scheduled for June 15, 2021. Retail and restaurant uses will go into the proposed structures. The development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry of the City's Comprehensive Plan.

Utilities

Utilities are available along Middle Road and from subdivisions south of Competition Drive. Water and electrical service will originate along Competition Drive from the south. It is the responsibility of the property owner to connect to all utilities. Sanitary sewer is available for connection to the southwest of the site.

Thoroughfare Plan/Access

The main access to the site will originate from Middle Road via Competition Drive. A secondary route is from Forest Grove Drive to Championship Drive to Competition Drive.

Storm Water Detention

Storm water detention is required, and the design for a detention basin to the north of this lot will accommodate the runoff from this lot.

Recommended Action

Staff recommends the Planning and Zoning Commission approve the replat. With Middle Road acting to bring interstate traffic into Bettendorf and Forest Grove Drive being improved with utilities and updated paving, the volume of activity shall increase supporting these type of land uses.

Staff would add the following conditions to approval of the replat request:

1. Approval of the final plat does not waive any applicable city, state, or federal provisions as required by law.
2. Designs for the site must be provided during the site development plan process with approval by City Council prior to the issuance of building permits.
3. Private sidewalks shall be provided by the owner(s) of lots in the subdivision and egress and ingress easements will provide access between lots in the subdivision and to parcels bordering Bettplex Sixth Addition.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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 Bettplex Sixth
Addition (replat), submitted Kevin Koellner/Build to Suit, Inc. (Case 21-051)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named final plat request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

7. Case 21-051; Bettplex Sixth Addition, submitted by Kevin Koellner/Focus Real Estate Development. (replat)
8. Case 21-052; Lot 6, Bettplex Second Addition, submitted by Kevin Koellner/Build to Suit, Inc. (site development plan)

Beck reviewed the staff reports. Hunt stated that the developer has agreed verbally to install sidewalks even though Competition Court will be a private drive. Wennlund commented that there is a great deal of pedestrian traffic in the development. Morlok added that as a part of the Forest Grove Drive reconstruction project a new 10-foot wide trail will be added on Forest Grove Drive and on Middle Road. He stated that if the property on the east side of Middle Road develops, the city would like to provide a pedestrian crossing on Middle Road if funding becomes available.

Ormsby asked if the street ends in a cul-de-sac because there are no plans yet for the lots to the north. Kevin Koellner, the applicant, explained that the storm water retention facility is located directly to the north which will preclude any further development.

Ormsby asked if adequate parking spaces are provided for the proposed buildings. Hunt explained that a lack of adequate parking has not been a problem for the overall development given that motorists tend to park in one place and walk throughout the complex. Hunt commented that revisions to the ordinance regarding stacking for drive-up windows is something that may be addressed in the future. Stoltenberg commented that because there are no drive-up windows proposed for the buildings, he is comfortable with the number of parking spaces provided. Koellner commented that the businesses in the area ask their employees to park further away to allow customers to use the spots closer to the buildings. He added that originally a drive-up window was proposed for the southernmost building but that it had been removed because of the conflict with the intersection. Stoltenberg suggested that the city must be careful to evaluate which type of businesses will be located in the buildings and how many parking spaces will be required. Koellner commented that it is likely that the two northerly buildings will be office or retail which will allow shared parking after 5:00 p.m.

On motion by Ormsby, seconded by Stoltenberg, that the final plat of Bettplex Sixth Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Ormsby, seconded by Stoltenberg, that a site development plan for Lot 6, Bettplex Second Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for Lot 6, Bettplex Second Addition, submitted by Build to Suit, Inc./Kevin Koellner. (Case 21-052)

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

Build to Suit, Inc./Kevin Koellner has submitted a site development plan for Lot 6, Bettplex Second Addition which is concurrently being replatted (Bettplex Sixth Addition) (see Final Plat of Bettplex Sixth Addition - Attachment A and Final Plat of Bettplex Second Addition - Attachment B). The proposed structures will be located on Lots 1, 2, and 3 of proposed Bettplex Sixth Addition which is east of 6910 Middle Road (see Aerial Photo - Attachment C). The proposed site is intended for commercial use (see Site Development Plan - Attachment D). The building design will be similar to other commercial buildings in the surrounding area (see Elevations - Attachment E). The landscape plan is compliant with City Code (see Landscape Plan - Attachment F).

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Bettplex Sixth Addition Final Plat; (B) Bettplex Second Addition Final Plat; (C) Aerial Photo; (D) Site Development Plan; (E) Elevations; (F) Landscape Plan; (G) Staff report to the Planning and Zoning Commission; (H) Planning and Zoning Commission report to the Mayor and City Council; (I) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
LOT 6, BETTPLEX SECOND ADDITION**

WHEREAS, Build to Suit, Inc./Kevin Koellner has submitted a site development plan for Lot 6, Bettplex Second Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to the condition presented below, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the site development plan for Lot 6, Bettplex Second Addition 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. Private sidewalks shall be provided by the owner(s) of lots in the subdivision and egress and ingress easements will provide access between lots in the subdivision and to parcels bordering Bettplex Sixth Addition.
3. All outdoor service areas will require special use permits for each lot.
4. All retaining wall cross sections showing storm sewer crossings to be approved by City Engineer before building permits are issued.
5. Fire Department approval of all access points prior to City Council consideration of the site development plan.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

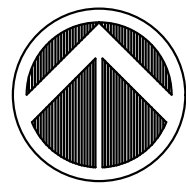
Decker P. Ploehn, City Clerk

Thursday, June 10, 2021 3:26:02 PM
G:\2018\18000927\23\DESIGN\CIVIL\3D\SURVEY\18000927-23 PLAT.DWG

FINAL PLAT
OF
BETTPLEX SIXTH ADDITION
A RE-PLAT OF LOT 6 IN BETTPLEX SECOND ADDITION,
IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA
3.28 ACRES±

PRELIMINARY
06-09-2021

BASIS OF BEARING
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



SCALE: 1" = 40'

LEGEND

- △ 5/8" REBAR WITH CAP #13581 SET
▲ 5/8" REBAR WITH CAP #13581 SET
□ CONCRETE MONUMENT, FOUND
— LINE CONTINUATION
— SUBDIVISION BOUNDARY
— EXISTING LOT LINE
— PROPOSED LOT LINE
— EXISTING R.O.W. LINE
- - - EXISTING SETBACK LINE
- - - PROPOSED SETBACK LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
/// ACCESS EASEMENT

ABBREVIATIONS

- AC ACRES
SF SQUARE FEET
BSL BUILDING SETBACK LINE
POB POINT OF BEGINNING
ROW RIGHT OF WAY
UE UTILITY EASEMENT

OWNER / SUBDIVIDER

MIDDLE & I-80 LLC

KEVIN KOELLNER

1805 STATE STREET SUITE 101

BETTENDORF, IOWA 52722

PHONE: (563) 355-2022

IOWA - AMERICAN WATER CO.

BY _____
DATE _____

CITY OF BETTENDORF

BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING

BY _____
DATE _____

MID AMERICAN ENERGY CO.

BY _____
DATE _____

MEDIACOM

BY _____
DATE _____

CENTURYLINK

BY _____
DATE _____

METRONET

BY _____
DATE _____

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Middle & I-80 LLC.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as a part of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-292-8989 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0377G & 19163C0379G with an Effective Date March 23, 2021.

Distances are listed in feet and decimal part of a foot.

All monuments have been found or are set as shown on this plat.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replatted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Easements designated as "Utility Easements" include all utilities that are provided by either the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf.

Blanket Reciprocal Access and Parking Easements are granted to Lots 1 - 3 of Bettplex 6th Addition.

AREA TABLE

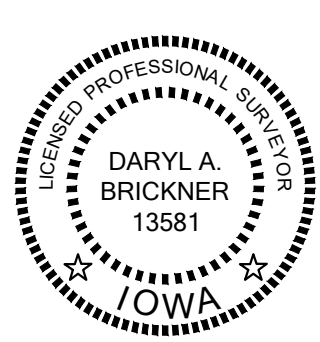
LOT	AREA S.F.±	AREA AC.±
LOT 1	49,546 SF±	1.14 AC±
LOT 2	46,751 SF±	1.07 AC±
LOT 3	55,297 SF±	1.27 AC±
TOTAL AREA	151,594 SF±	3.48 AC±

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	8.92'	44.00'	N 03°47'21" E	8.90'
C2	6.89'	34.00'	N 03°47'21" E	6.88'

LINE TABLE

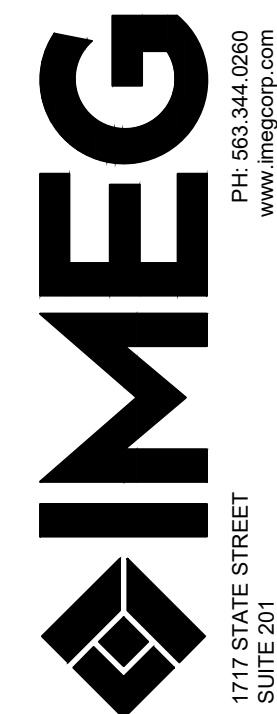
LINE	BEARING	DISTANCE
L1	N 02°01'00" W	25.34'
L2	N 09°35'41" E	46.83'
L3	N 02°01'00" W	47.93'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly Licensed Professional Surveyor under the laws of the State of Iowa.

Daryl A. Brickner, P.E. No. 13581 Date _____
My license renewal date is December 31, 2021
No. of sheets covered by this seal: _____

REVISIONS	DESCRIPTION	DATE
No.		



BETTPLEX FIFTH ADDITION
BETTENDORF, IOWA

FINAL PLAT

IMEG Project No:
18000927.03

File Name:
18000927-23 Plat.dwg

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Field Book No:

Drawn By: DAB

Checked By: ***

Date: 6/08/2021

Sheet 1 of 1

FINAL PLAT OF BETTPLEX SECOND ADDITION A RE-PLAT OF LOTS 3 AND 4 IN BETTPLEX FIRST ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA 17.66 ACRES±

OWNER / SUBDIVIDER
THE BETTPLEX LLC
KEVIN KOELLNER
P.O. BOX 394
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

ABBREVIATIONS
AC ACRES
L LENGTH
R RADIUS
SF SQUARE FEET
BSL BUILDING SETBACK LINE
POB POINT OF BEGINNING
ROW RIGHT OF WAY
UE UTILITY EASEMENT

BASIS OF BEARING
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



100' 0 100' 200'
SCALE: 1" = 100'

LEGEND

- REBAR, FOUND
- ▲ REBAR WITH CAP # _____ FOUND
- △ 5/8" REBAR WITH CAP #13581 SET
- 1/2" SQ. PIN, FOUND
- ⊗ P.K. NAIL, FOUND
- ⊙ R.O.W. MARKER, FOUND
- SECTION CORNER
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- LINE CONTINUATION
- SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- UNDERLYING DEED LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENTS
- VACATED EASEMENT
- SECTION LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING SETBACK LINE
- PROPOSED SETBACK LINE

GENERAL NOTES

This Final Plat was prepared at the request of, and for the exclusive use of Build to Suit.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements and roadways of record.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

No investigation was made as apart of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-282-8689 for information regarding these utilities or facilities.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0376F, 19163C0377F, 19163C0378F and 19163C0379F, all with an Effective Date February 18, 2011.

Distances are listed in feet and decimal part of a foot.

All monuments have been found or will be set as shown on this plat by December 1st 2018.

Plat notes establish requirements for how a subdivision will develop. However, the city reserves the right in its sole discretion to alter or amend any plat note, or to sell or vacate any right of way or utility dedicated within the plat. Further the city reserves the right upon request of the owner to relocate any easement, alter lot boundaries or allow ground to be replanted.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

Easements designated as "Utility Easements" include all utilities that are provided by either the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf.

Blanket Reciprocal Access Easements are granted to Lots 1 thru 5.

The existing 20 ft. Utility Easement across the middle of Proposed Lot 8 is hereby vacated in favor of the proposed Utility Easement along the north line of Proposed Lot 7 and south line of Proposed Lot 8.

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.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	103.28'	526.00'	N 82°21'30" E	103.11'
C2	93.07'	474.00'	N 82°21'30" E	92.92'
C3	236.86'	427.00'	S 71°26'34" W	233.84'
C4	194.87'	427.00'	S 68°37'32" W	193.18'
C5	41.99'	427.00'	S 84°31'01" W	41.97'
C6	93.07'	474.00'	N 82°21'30" E	92.92'
C7	103.28'	526.00'	S 82°21'30" W	103.11'

AREA TABLE		LINE TABLE		
LOT	AREA S.F.±	AREA AC.±	LINE	DISTANCE
LOT 1	103,472 SF±	2.38 AC±	L1	S 02°01'00" E 32.00'
LOT 2	54,283 SF±	1.25 AC±	L2	N 02°01'00" W 77.40'
LOT 3	85,843 SF±	1.97 AC±	L3	N 87°59'00" E 28.21'
LOT 4	99,845 SF±	2.29 AC±	L4	S 02°02'51" E 172.90'
LOT 5	56,081 SF±	1.29 AC±	L5	S 02°01'00" E 279.71'
LOT 6	151,594 SF±	3.48 AC±	L6	N 87°59'00" E 42.47'
LOT 7	113,565 SF±	2.61 AC±	L7	N 76°44'00" E 70.66'
LOT 8	104,462 SF±	2.40 AC±	L8	N 87°59'00" E 42.47'
			L9	S 16°50'07" E 42.28'
			L10	S 16°50'07" E 54.09'
			L11	N 02°01'00" W 45.83'
			L12	N 00°45'31" W 104.29'

NEW EASEMENT CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C8	20.76'	459.00'	S 66°41'15" W	20.76'
C9	28.25'	458.00'	N 83°37'42" E	28.24'

NEW EASEMENT LINE TABLE			NEW EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L13	S 87°59'00" W	26.79'	L24	S 02°02'42" E	239.40'
L14	S 09°27'36" E	150.08'	L25	S 87°59'00" W	178.20'
L15	S 02°10'19" E	126.13'	L26	N 02°01'00" W	20.00'
L16	S 87°49'41" W	20.00'	L27	N 87°59'00" E	158.19'
L17	N 02°10'19" W	124.86'	L28	N 02°02'42" W	210.23'
L18	N 09°27'36" W	151.42'	L29	N 51°17'20" W	60.34'
L19	N 87°59'00" E	20.17'	L30	N 00°41'52" W	148.72'
L20	N 87°59'00" E	28.05'	L31	N 89°18'08" E	50.00'
L21	S 02°02'51" E	296.70'	L32	S 00°41'52" E	141.63'
L22	S 87°59'00" W	42.47'	L33	S 16°50'07" E	48.68'
L23	S 51°17'20" E	49.56'	L34	S 88°15'43" W	51.79'

IOWA - AMERICAN WATER CO.

BY *Kevin Koellner*
DATE *5-11-18*

CITY OF BETTENDORF

BY *Kevin Koellner*
ATTEST *Kevin Koellner*
DATE *5-29-18*

PLANNING AND ZONING

BY *Kevin Koellner*
DATE *5-30-18*

MID AMERICAN ENERGY CO.

BY *Mark Sporey*
DATE *5/22/18*

MEDIACOM

BY *Michelle Paul*
DATE *5-9-18*

CENTURYLINK

BY *Kevin Koellner*

REVISIONS
DESCRIPTION

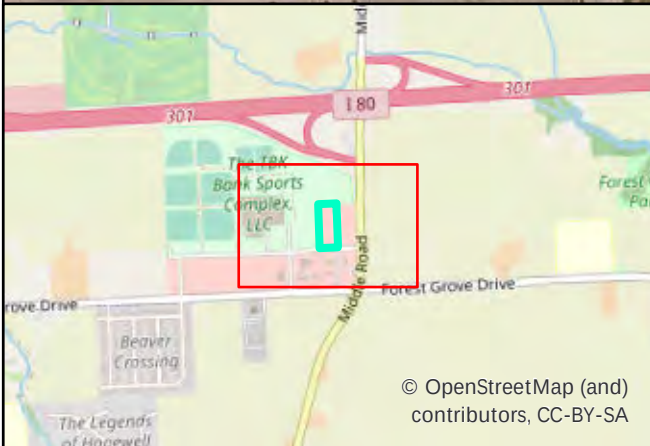
No.

IMEG

BETTPLEX SECOND ADDITION
BETTENDORF, IOWA

IMEG Project
C17L
File Name:
C17L026-Property.dwg
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Field Book

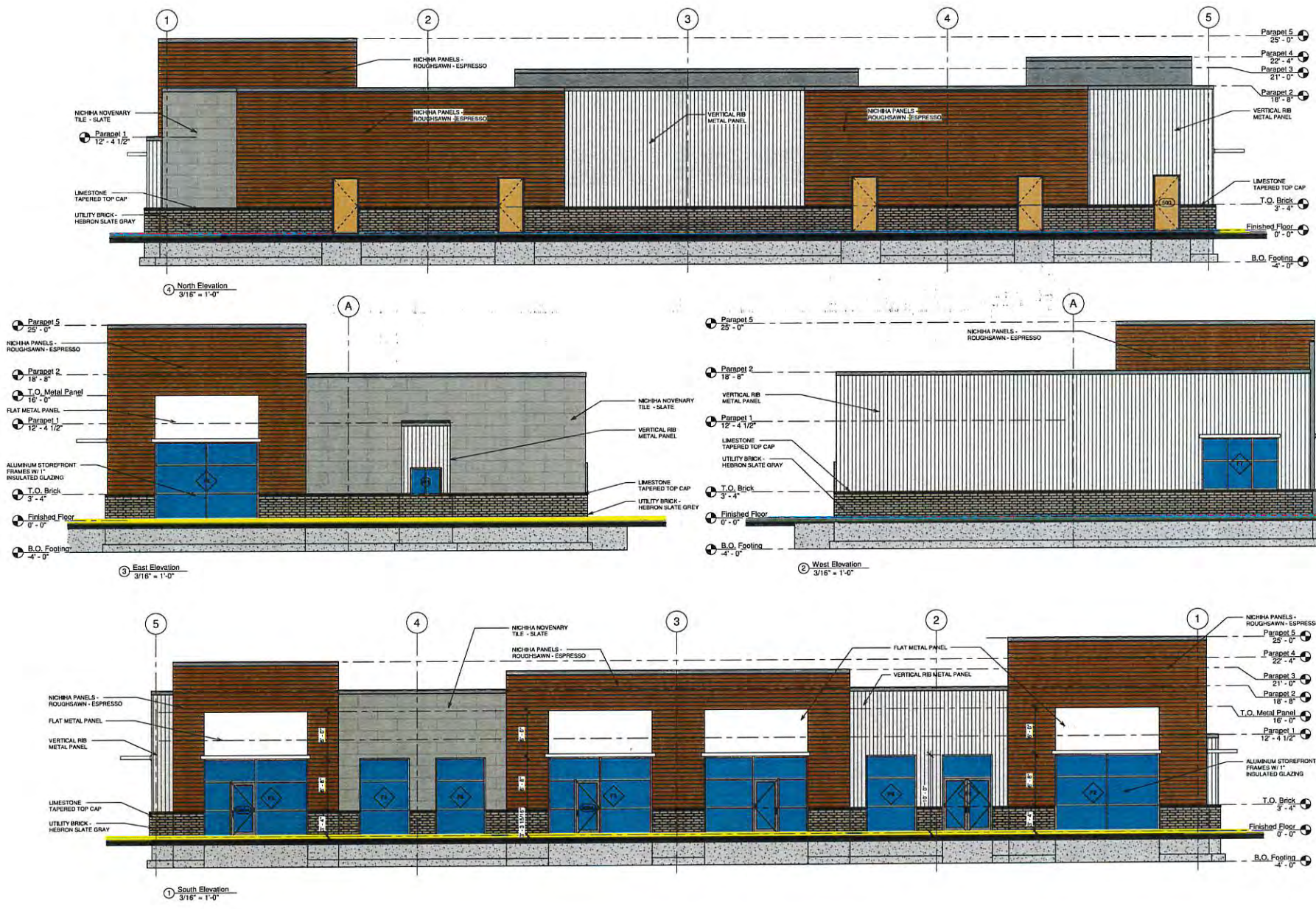
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Checked By:



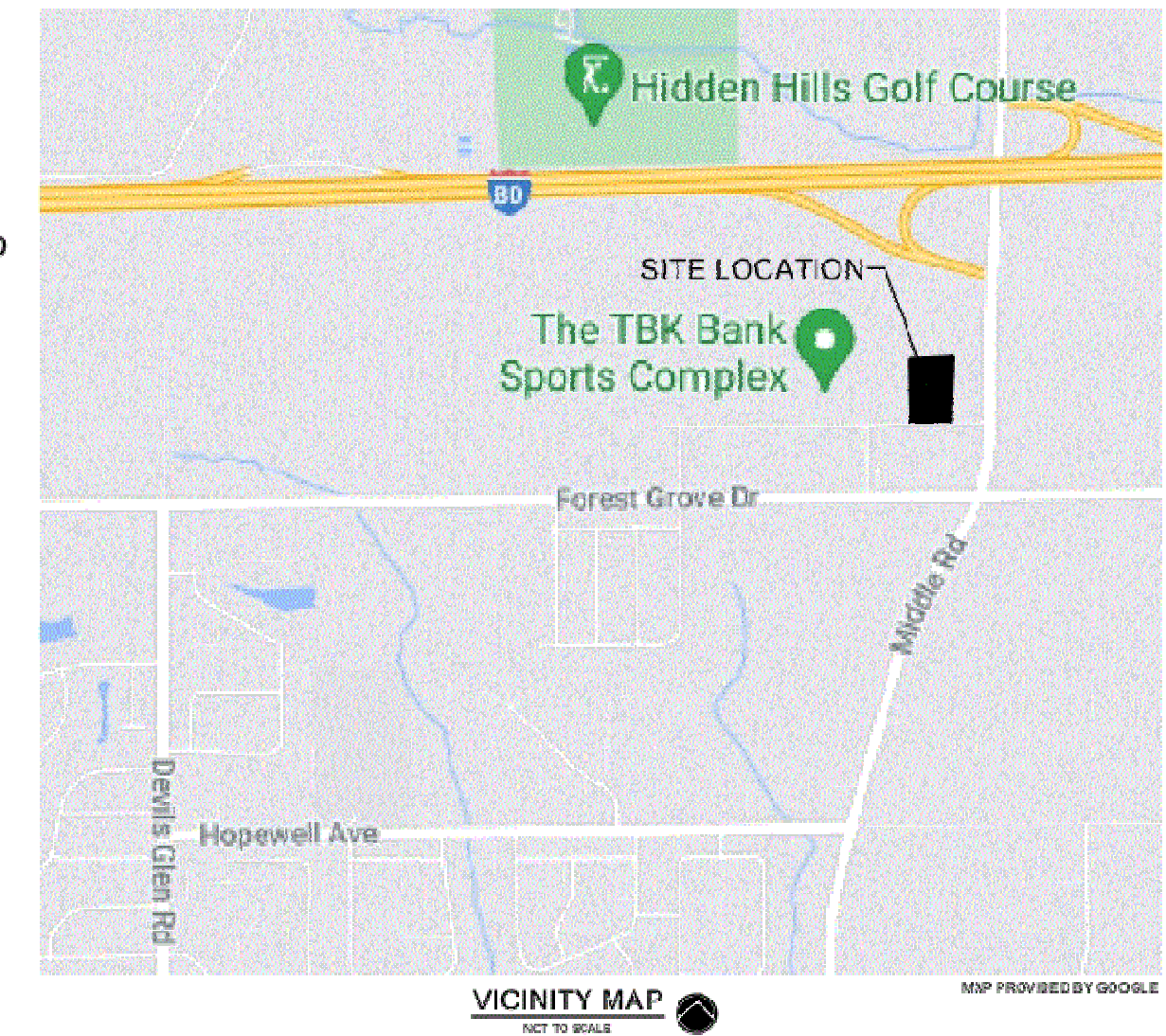
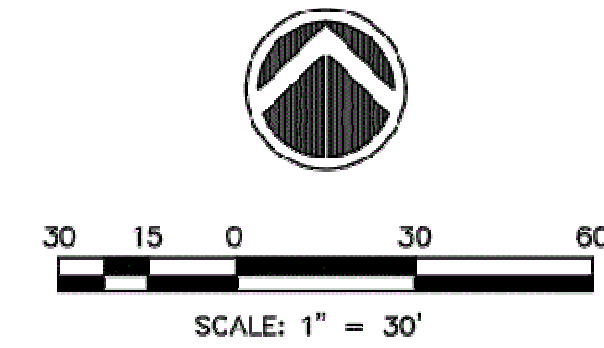
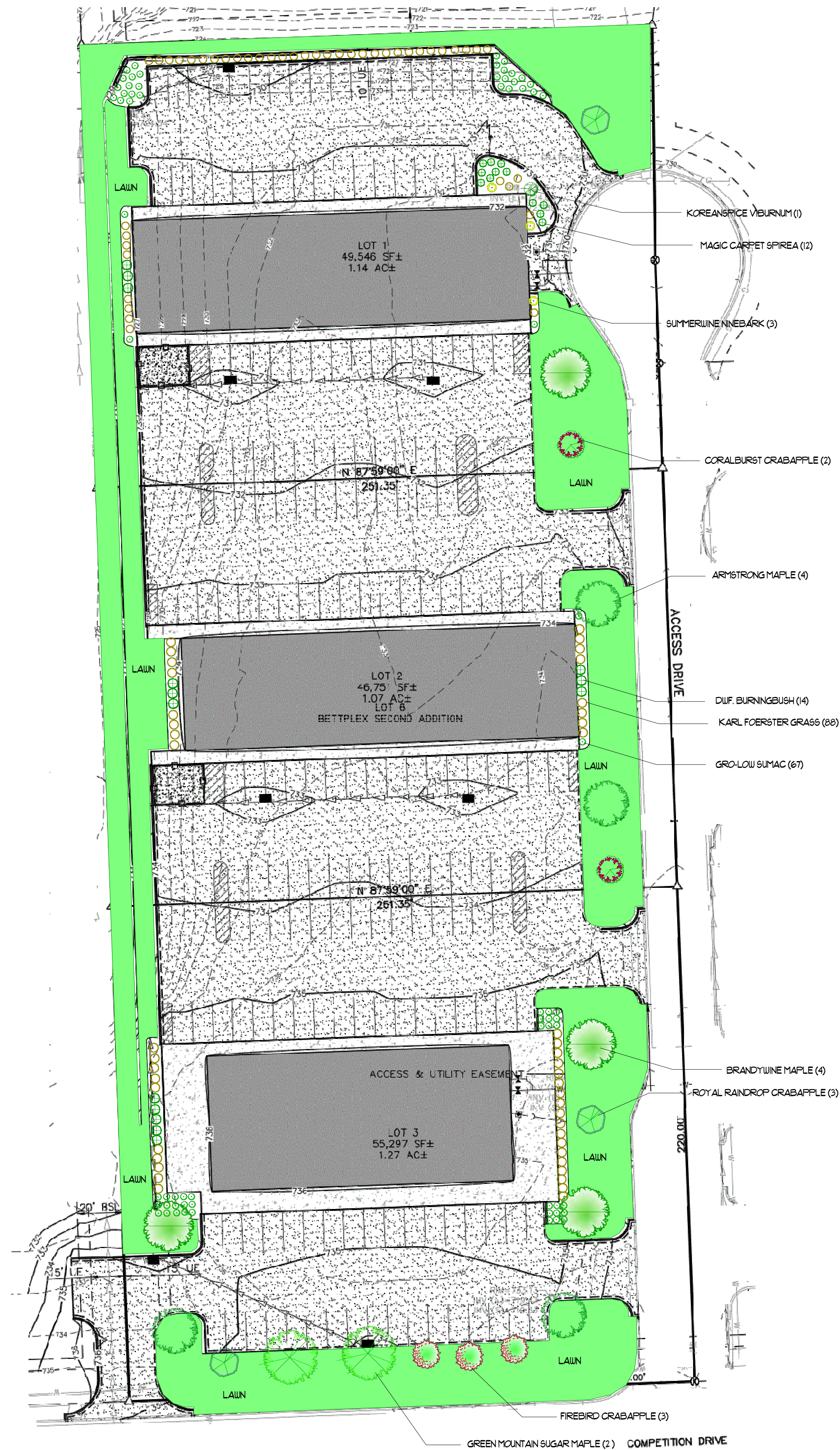
Legend

- Subdivision Parcel
- Parcel





LOT 1
BETTPLEX FIRST ADDITION



DEVELOPER
BUILD TO SUIT
1805 STATE STREET #101
BETTENDORF, IOWA 52722

LEGAL DESCRIPTION
LOT NUMBER 6 OF BETTPLEX 6TH ADDITION, IN THE CITY OF
BETTENDORF, SCOTT COUNTY, IOWA

Landscape Notes:

- Site to be provided clean of debris/weed growth. All rough grading (+/- .10') to be provided by Contractor. "Rough grading" includes providing, backfilling & installing soil for all foundations, curbs & walks.
- Plant locations to be approved by Landscape Architect before final planting.
- Amend the planting backfill soil for trees, with compost (1/3 compost & 2/3 existing).
- 1-year warranty to be provided on all trees & shrubs. (1) time replacement. Proper care and maintenance is the responsibility of the Owner.
- Rock borders along all noted bed areas. Installation includes: Bullet edgers (charcoal color), Weed Barrier & 1-3" River Rock (2-3" thick).

Turf Notes:

- Final grade and prepare designated areas for seed. Only noted areas/highlighted.
- Hydroseed will be a Bluegrass Blend applied at a rate of 10 lbs./1000 sf.
- Watering and continued care is the responsibility of the Owner.



Quant. Plant Name Size

Trees:		
4	'Brandywine' Maple	2" cal.
4	'Armstrong' Maple	2" cal.
2	Green Mountain Sugar Maple	2" cal.
3	'Royal Raindrop' Crabapple	2" cal.
2	'Coralburst' Crabapple	2" cal.
3	'Firebird' Crabapple	2" cal.
Shrubs:		
3	'Summerwine' Ninebark	5 gal
67	Gro-low Sumac	5 gal
12	'Magic Carpet' Spirea	3 gal
14	Dwf. Burningbush	5 gal
1	'Korean Spice' Viburnum	5 gal
88	Karl Foerster Grass	5 gal

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	249'	247'	599'	603'
Buffer Area Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	0	6.00	0	0
Vehicular Use Area				
Vehicular Use Area	62,540 SF			
Landscape Area Required	(7%) / 4378 SF			
Parking Spaces Defined	189			
TF Required (1/500 sf)	8			

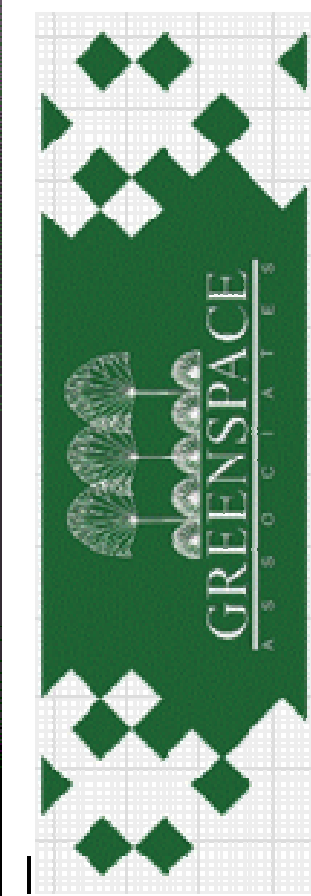
Required	Tree Factors (TF)	Provided
14		14

REVISIONS

DESCRIPTION

DATE

No.



BETTPLEX LOT 6
BETTENDORF, IOWA

LANDSCAPE PLAN

IMEG Project No:
18000927.23

File Name:

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Field Book No:####

Drawn By: TPW

Checked By:

Date: 6/10/21

L-1

Sheet 1 of 1



COMMUNITY DEVELOPMENT

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

June 16, 2021

Staff Report

Case No. 21-052

Request: Lot 6, Bettplex Second Addition - Site Development Plan

Location: East of 6910 Middle Road

Applicant: Build to Suit/Kevin Koellner

Current Zoning Classification: C-7, Regional Entertainment District

Proposed Zoning Classification: C-3, General Business District

Current Land Use Designation: Community Commercial

Background Information and Facts

Build to Suit/Kevin Koellner has submitted a site development plan for Lot 6, Bettplex Second Addition which is subsequently being replatted (Bettplex Sixth Addition) (see Final Plat of Bettplex Sixth Addition - Attachment A and Final Plat of Bettplex Second Addition - Attachment B). The proposed structures will be located on Lots 1, 2, and 3 of Bettplex Sixth Addition which is east of 6910 Middle Road (see Aerial Photo - Attachment C). The proposed site is intended for commercial use (see Site Development Plan - Attachment D). The building design will be similar to other commercial buildings in the surrounding area (see Elevations - Attachment E). The landscape plan is compliant with City Code (see Landscape Plan - Attachment F).

Future Land Use Map and Comprehensive Plan

The future land use designation for the site is Community Commercial. The public hearing and first reading of the ordinance rezoning the property to C-3, General Business District is scheduled for June 15, 2021. Retail and restaurant uses will go into the proposed structures. The development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry of the City's Comprehensive Plan.

Utilities

Utilities are available along Middle Road and from subdivisions south of Competition Drive. Water and electrical service will originate along Competition Drive from the south. It is the responsibility of the property owner to connect to all utilities. Sanitary sewer is available for connection to the southwest of the site.

Thoroughfare Plan/Access

The main access to the site will originate from Middle Road via Competition Drive. A secondary route is from Forest Grove Drive to Championship Drive to Competition Drive.

Storm Water Detention

Storm water detention is required, and the design for a detention basin to the north of this lot will accommodate the runoff from this lot.

Recommended Action

Staff recommends the Planning and Zoning Commission approve the site development plan. With Middle Road acting to bring interstate traffic into Bettendorf and Forest Grove Drive being improved with utilities and updated paving, the volume of activity shall increase supporting these type of land uses.

Staff would add the following conditions to approval of the site development plan recommendation:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. Private sidewalks shall be provided by the owner(s) of lots in the subdivision and egress and ingress easements will provide access between lots in the subdivision and to parcels bordering Bettplex Sixth Addition.
3. All outdoor service areas will require special use permits for each lot.
4. All retaining wall cross sections showing storm sewer crossings to be approved by City Engineer before building permits are issued.
5. Fire Department approval of all access points prior to City Council consideration of the site development plan.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for Lot 6,
of Bettplex Second Addition, submitted Kevin Koellner/Build to Suit, Inc. (Case 21-
052)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named site development plan request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

7. Case 21-051; Bettplex Sixth Addition, submitted by Kevin Koellner/Focus Real Estate Development. (replat)
8. Case 21-052; Lot 6, Bettplex Second Addition, submitted by Kevin Koellner/Build to Suit, Inc. (site development plan)

Beck reviewed the staff reports. Hunt stated that the developer has agreed verbally to install sidewalks even though Competition Court will be a private drive. Wennlund commented that there is a great deal of pedestrian traffic in the development. Morlok added that as a part of the Forest Grove Drive reconstruction project a new 10-foot wide trail will be added on Forest Grove Drive and on Middle Road. He stated that if the property on the east side of Middle Road develops, the city would like to provide a pedestrian crossing on Middle Road if funding becomes available.

Ormsby asked if the street ends in a cul-de-sac because there are no plans yet for the lots to the north. Kevin Koellner, the applicant, explained that the storm water retention facility is located directly to the north which will preclude any further development.

Ormsby asked if adequate parking spaces are provided for the proposed buildings. Hunt explained that a lack of adequate parking has not been a problem for the overall development given that motorists tend to park in one place and walk throughout the complex. Hunt commented that revisions to the ordinance regarding stacking for drive-up windows is something that may be addressed in the future. Stoltenberg commented that because there are no drive-up windows proposed for the buildings, he is comfortable with the number of parking spaces provided. Koellner commented that the businesses in the area ask their employees to park further away to allow customers to use the spots closer to the buildings. He added that originally a drive-up window was proposed for the southernmost building but that it had been removed because of the conflict with the intersection. Stoltenberg suggested that the city must be careful to evaluate which type of businesses will be located in the buildings and how many parking spaces will be required. Koellner commented that it is likely that the two northerly buildings will be office or retail which will allow shared parking after 5:00 p.m.

On motion by Ormsby, seconded by Stoltenberg, that the final plat of Bettplex Sixth Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Ormsby, seconded by Stoltenberg, that a site development plan for Lot 6, Bettplex Second Addition be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 3636 Tanglewood Road, submitted by CWIowa/The Tangled Wood. (Case 21-042)

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

CWIowa, LLC/The Tangled Wood has submitted a site development plan for 3636 Tanglewood Road (see Aerial Photo - Attachment A). The petitioner proposes an outdoor kitchen and container bar on the approximately 4.17 acre parcel (see Site Plan - Attachment B). The additions are detached from The Tangled Wood restaurant and are located near the northeast corner of the restaurant building (see Elevations - Attachment C). All required landscaping is in place.

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Site Development Plan; (C) Elevations; (D) Staff report to the Planning and Zoning Commission; (E) Planning and Zoning Commission report to the Mayor and City Council; (F) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
3636 TANGLEWOOD ROAD**

WHEREAS, CWIowa, LLC/The Tangled Wood has submitted a site development plan for 3636 Tanglewood Road, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to the condition presented below, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 3636 Tanglewood Road subject to the following conditions:

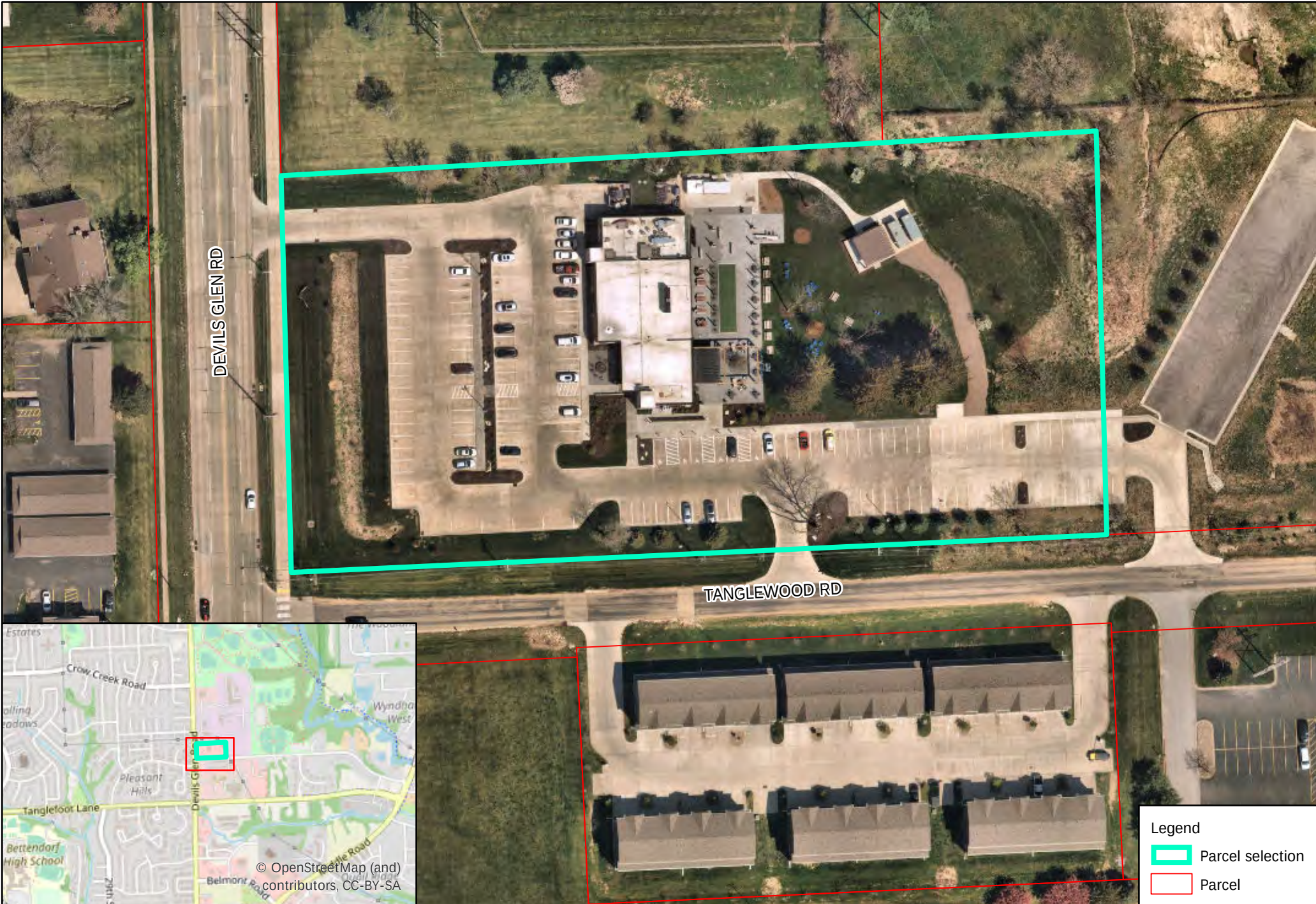
1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. Special use permits are required for any further outdoor service expansion.
3. All storm water mechanisms to be reviewed by the City Engineer to match additional runoff from improved areas.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



Legend

-  Parcel selection
-  Parcel

- GENERAL NOTES
- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
 - LEGAL DESCRIPTION OF PROPERTY:
Sec:15 Twp:78 Rng:04PT SW NE COR
1431.8'S NW COR NE: S330'-E 660'-N330'-WLY 660' TO
PT OF BEG. (5.0A) EX ROADS
3610 TANGLEWOOD RD BETTENDORF, IA
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
 - THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
 - PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
 - ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
 - CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BETTENDORF STANDARDS AND SPECIFICATIONS.
 - ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
 - NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

C-1 LOCAL SHOPPING DISTRICT:

The C-1 local shopping district is intended to provide areas to be used by retail or service establishments to supply convenience goods or personal services for the daily needs of the residents living in adjacent residential neighborhoods. The district is designed to encourage shopping centers with planned off-street parking and loading and provide for existing individual or small groups of local stores. This district is normally located on primary or secondary thoroughfares, is relatively small in size, and has bulk standards comparable to the bulk standards for low density residential districts.

15.12. Uses Permitted:
(p) Restaurants, excluding drive-in service.

15.16. Prohibited Uses: ...including, but not limited to:
1. Bar, cocktail lounge, and tavern.
4. Restaurant, drive-in.

BETTENDORF C1 PARKING REQUIREMENTS:

Restaurants or establishments dispensing food and/or beverages for consumption at indoor tables (not including drive-in establishments). One parking space shall be provided for each one hundred (100) square feet of floor area, or one parking space for each three (3) seats plus one parking space for each three (3) employees, whichever is greater. Conversely, at least one seat shall be provided for each parking space.

7,794 sf = 78 Parking Spaces
187 seats inside = 63 Spaces
50 seats outside = 17 spaces
30 employees = 10
Total required Parking Spaces = 90
Total Shown Parking Spaces = 192 & 6-ada

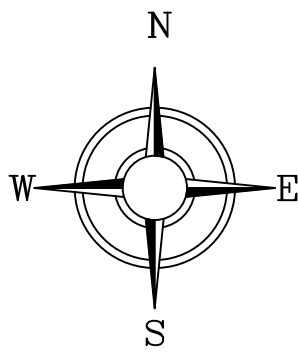
LEGEND:			
	EASEMENT		EXISTING GAS VALVE
	SETBACK LINE		EXISTING WATER VALVE
	CENTERLINE		EXISTING UTILITY POLE
	PROPERTY BOUNDARY		EXISTING LIGHT POLE
	EXISTING FENCE		EXISTING TREE
	EXISTING SANITARY		EXISTING BUSH
	PROPOSED SANITARY		EXISTING MANHOLE
	EXISTING STORM SEWER		EXISTING FIRE HYDRANT
	PROPOSED STORM SEWER		FOUND PROPERTY PIN
	EXISTING WATER		CONTROL POINT
	PROPOSED WATER		
	EXISTING GAS LINE		
	EXISTING ELECTRIC		
			EXISTING CONTOUR LINE
			PROPOSED CONTOUR LINE
			SPOT ELEVATION TOP OF CURB
			SPOT ELEVATION FL & GUTTER
			SPOT ELEVATION SIDEWALK
			FINISHED FLOOR ELEVATION

OUTDOOR KITCHEN ADDITION

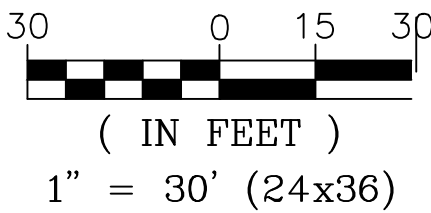
SITE PLAN

THE TANGLED WOOD

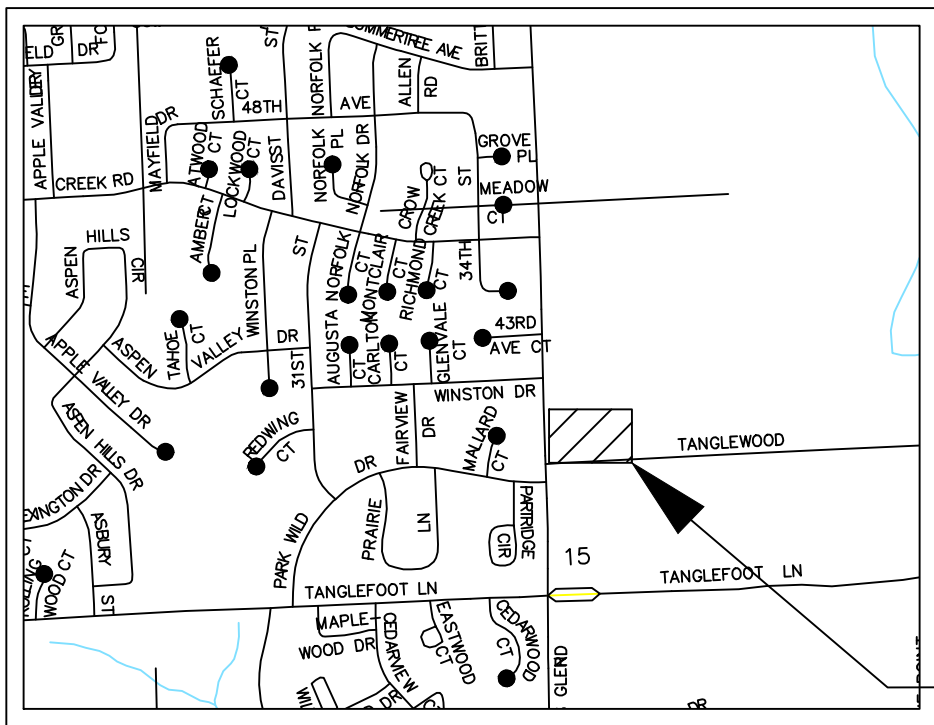
3636 TANGLEWOOD ROAD
BETTENDORF, IOWA



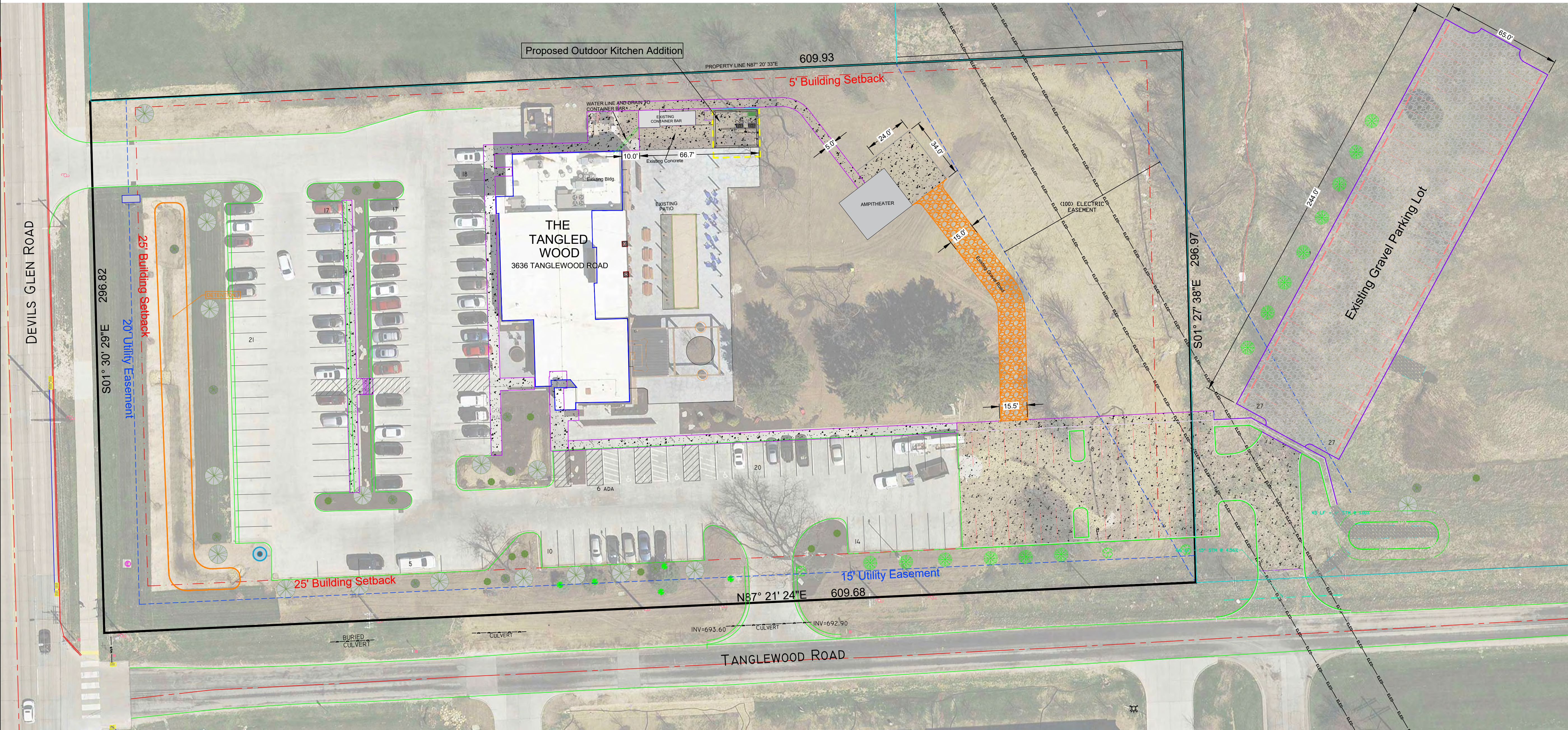
GRAPHIC SCALE



SITE LOCATION MAP



APPROXIMATE SITE LOCATION



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.

6-10-2021
Date
Christopher R. Townsend, P.E.
License number: 14864
My license renewal date is December 31, 2022.
Pages or Sheets covered by this seal: C1-C2



DATE: 6/10/2021

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: BB
CHECKED BY: CT

DRAWING LOCATION
S:\SASSO-ANDREW\GOVERNORS\DRAWINGS

NO.	REVISIONS: DESCRIPTION	DATE
1.		
2.		
3.		
4.		
5.		

PROJECT
OUTDOOR KITCHEN ADDITION
THE TANGLED WOOD
3636 TANGLEWOOD ROAD
BETTENDORF, IA

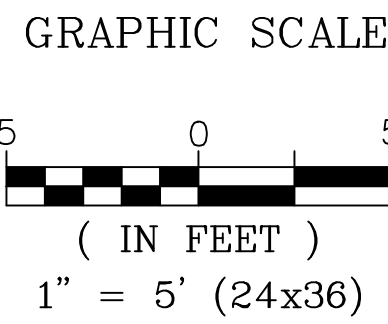
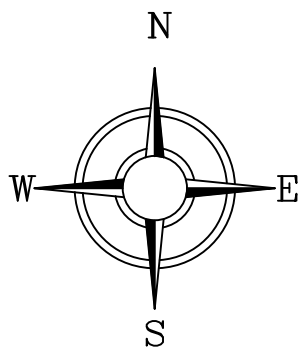
ARCHITECT
STREAMLINE ARCHITECTS & ARTISANS
575 12TH AVENUE
EAST MOLINE, IL 61244

SHEET NO.

C1

THE TANGLED WOOD

3636 TANGLEWOOD ROAD
BETTENDORF, IOWA



PROPERTY LINE N87° 20' 33"E

WATER LINE AND DRAIN TO
CONTAINER BAR

EXISTING
CONTAINER BAR

Existing Concrete

Existing Bldg.

EXISTING
PATIO

LEGEND:

	EASEMENT		EXISTING GAS VALVE		EXISTING CONTOUR LINE
	SETBACK LINE		EXISTING WATER VALVE		PROPOSED CONTOUR LINE
	CENTERLINE		EXISTING UTILITY POLE		SPOT ELEVATION TOP OF CURB
	PROPERTY BOUNDARY		EXISTING LIGHT POLE		SPOT ELEVATION FL. FINISHED FLOOR
	EXISTING FENCE		EXISTING TREE		SPOT ELEVATION SIDEWALK
	EXISTING SANITARY		EXISTING BUSH		SPOT ELEVATION FINISHED FLOOR
	PROPOSED SANITARY		EXISTING MANHOLE		
	EXISTING STORM SEWER		EXISTING FIRE HYDRANT		
	PROPOSED STORM SEWER		FOUND PROPERTY PIN		
	EXISTING WATER		CONTROL POINT		
	PROPOSED WATER				
	EXISTING GAS LINE				
	EXISTING ELECTRIC				

D



DATE: 6/10/2021
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: BB CHECKED BY: CT
DRAWING LOCATION
S: \SASSO-ANDREW\GOVERNORS\DRAWINGS

NO.	REVISIONS: DESCRIPTION	DATE
1.		
2.		
3.		
4.		
5.		

PROJECT OUTDOOR KITCHEN ADDITION
THE TANGLED WOOD
3636 TANGLEWOOD ROAD
BETTENDORF, IA

ARCHITECT
STREAMLINE ARCHITECTS & ARTISANS
575 12TH AVENUE
EAST MOLINE, IL 61244

SHEET NO.
C2



BIRDS EYE -SOUTHEAST



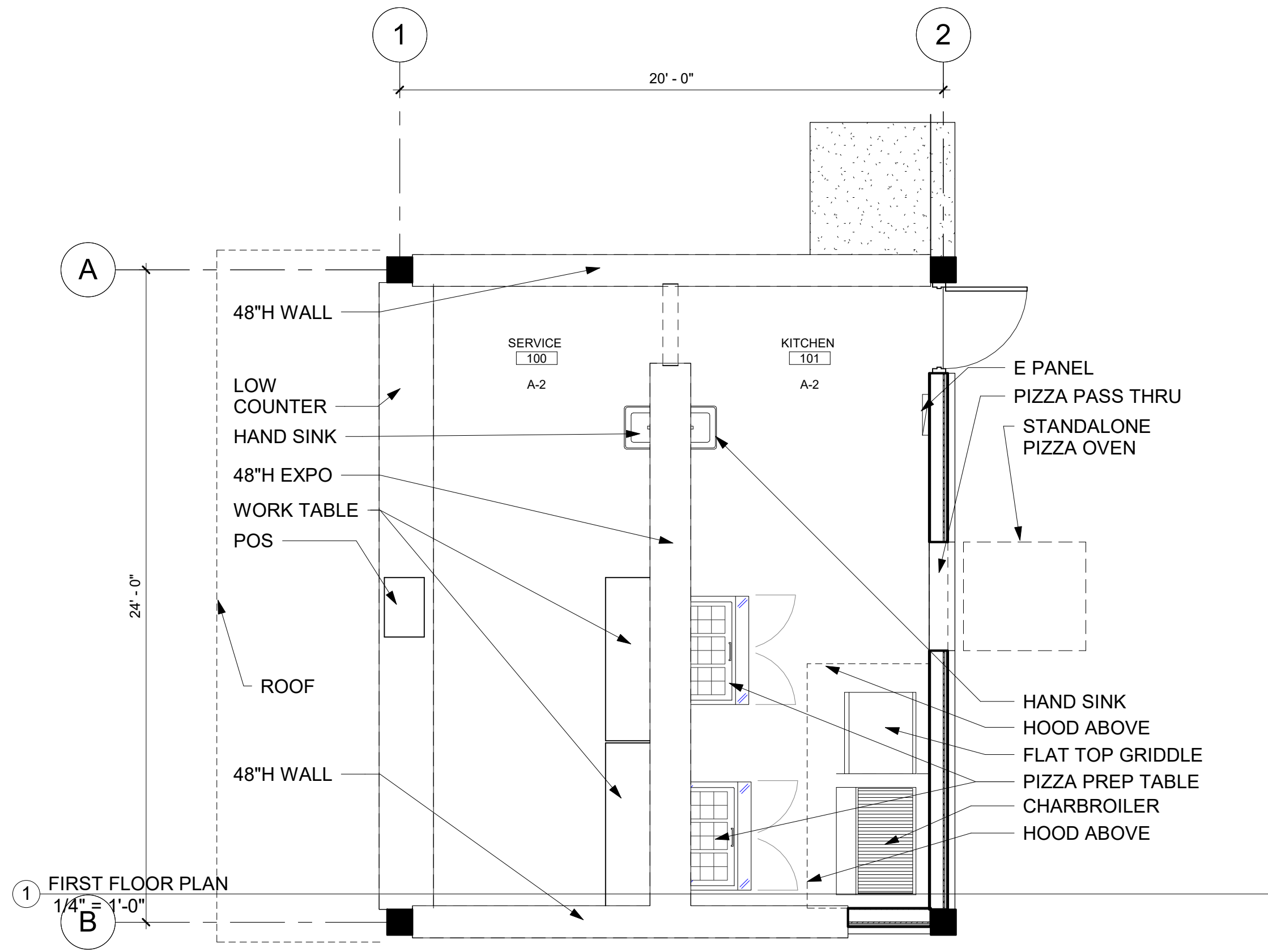
PATRON -FROM SOUTH



BIRDS EYE -SOUTHWEST



APPROACH FROM SOUTH & WEST



www.streamlinearchitects.com

Streamline Architects, P.L.C.

Andrew Dasso, AIA
575 12th Avenue
East Moline, IL 61244
309-737-8587
andrew@streamlinearchitects.com

No.	Description	Date
1	Schematic Revision	03/22/2021
2	Schematic Revision 2	04/20/2021
3	Schematic Revision 2.2	04/21/2021

OUTDOOR KITCHEN

SCHEMATIC

Project number	21-021
Date	04/26/2021
Drawn by	CJR
Checked by	AJD

A100

Scale 1/4" = 1'-0"



COMMUNITY DEVELOPMENT

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

June 16, 2021

Staff Report

Case No. 21-042

Location: 3636 Tanglewood Road – Site Development Plan

Applicant: CWIowa, LLC/The Tangled Wood

Current Land Use Designation: Urban Low Intensity

Current Zoning Classification: C-1, Local Shopping District

Background Information and Facts

CWIowa, LLC/The Tangled Wood has submitted a site development plan for 3636 Tanglewood Road (see Aerial Photo - Attachment A). The petitioner proposes an outdoor kitchen and container bar on the approximately 4.17 acre parcel (see Site Plan - Attachment B). The additions are detached from The Tangled Wood restaurant and are located near the northeast corner of the restaurant building (see Elevations - Attachment C).

Land Use/Zoning

The current land use designation for the site is Urban Low Intensity. Surrounding land use designations are Urban Medium Density and Public/Semi-Public. Surrounding zoning classifications are I-1, Limited Industrial District, C-1, Neighborhood Commercial District, and Planned Unit Development. The accessory structures found on this site development plan are compliant with Goal C of the Comprehensive Plan: Attract and Retain Business and Industry. All required landscaping is in place.

Utilities

Utilities are already connected to the structure from along Devils Glen Road and south of Tanglewood Road. It is the property owner's responsibility to connect to all utilities. Sanitary sewer and water connections are available south of Tanglewood Road. Any electrical connections are already completed. Two fire hydrants are placed south of Tanglewood Road to service the site.

Thoroughfare Plan/Access

Access to the site is from Tanglewood Road and the northwest corner of the parcel onto Devils Glen Road.

Storm Water Detention

Storm water detention is in place along Devils Glen Road in the western portion of the parcel. A water purification manhole is at the end of a storm water detention basin on the west side of the parcel. A biocell is also at the east end of the parking lot.

Recommended Action

Staff recommends the Planning and Zoning Commission support approval of the site development plan subject to the following conditions:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. Special use permits are required for any further outdoor service expansion.
3. All storm water mechanisms to be reviewed by the City Engineer to match additional runoff from improved areas.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 3636
Tanglewood Road, submitted by CWIowa, LLC/The Tangled Wood. (Case 21-042)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named site development plan request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

9. Case 21-042; 3636 Tanglewood Road, submitted by CWIowa, LLC/The Tangled Wood.

Beck reviewed the staff report. Hunt stated that a site development plan is required when there is a change of more than 10 percent, adding that the threshold has been reached. He indicated that the applicant has provided an overall site development plan showing the original construction and other subsequent projects. Hunt explained that if any further expansion of the patio area or other outdoor appurtenances will require a special use permit.

Wennlund asked if the parking provided is adequate. Hunt confirmed this, adding that additional spaces have been added since the building was originally constructed.

Adam asked what effect the proposed outdoor kitchen will have on the noise level generated from the overall use. Hunt explained that the city's noise ordinance is in effect from 10:00 p.m. to 7:00 a.m. He stated that outdoor music must cease at 10:00 p.m., adding that noise from traffic or the parking lot is incidental to the use and is not controlled by the city. Hunt asked if complaints have been received from the neighbors. Hunt stated that he has heard complaints conversationally but not officially.

On motion by Kappeler, seconded by Stoltenberg, that the site development plan for 3636 Tanglewood Road be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 2929 - 62nd Street Court, submitted by Green Zone, LLC. (Case 21-043)

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

Green Zone, LLC has submitted a site development plan for outdoor storage of vehicles at 2929 - 62nd Street Court (see Aerial Photo - Attachment A). The parcel is a partially developed site for recreational vehicle storage. The remaining western third of the site was not a part of the previously-approved development and was submitted for Planning and Zoning Commission approval (see Survey and Site Plan - Attachments B and C). Given the narrow shape of the lot and the opaque fencing requirement, staff did not require a landscape plan. Compliance with all floodplain development permitting procedures will be required (see Floodplain Map - Attachment D.) The future land use designation is General Industrial. The zoning district is I-2, General Industrial which permits this type of screened storage (see Zoning Map - Attachment E).

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Survey; (C) Site Development Plan; (D) Floodplain Map; (E) Zoning Map; (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. _____ - 21

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
2929 - 62ND STREET COURT**

WHEREAS, Green Zone, LLC has submitted a site development plan for 2929 - 62nd Street Court, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to the condition presented below, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 2929 - 62nd Street Court subject to the following conditions:

1. All necessary State and Federal permits must be received by City staff prior to City Council release of fencing permits (permits to allow storm water flow, access to State Street, and fill of the floodplain.)
2. Compliance with floodplain development permitting required by city, state, and federal laws.
3. This approval does not waive any other federal, state, or local government provisions as required by law.
4. All Bettendorf Fire Department standards are to be met in the design of the site.
5. A 20-foot wide access from the State Street entrance to the 62nd Street Court entrance is required by the Bettendorf Fire Department.
6. All signage on site must have staff approval through the sign permit process.
7. All lighting shall be down cast and contained within the site.
8. No encroachment of the fill on other properties shall be permitted.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



Legend

-  SDP Site
-  Parcel

Description: Section 24-78-4 NE of NW and NW of NE
Requestor: Mark E. Johnson, Jr.

Proprietor: Green Zone, llc

Surveyor: David L. Meyer

Survey Company: Verbeke - Meyer Consulting Engineers, P.C.

Return To: Verbeke - Meyer Consulting Engineers, P.C.

4111 East 60th Street

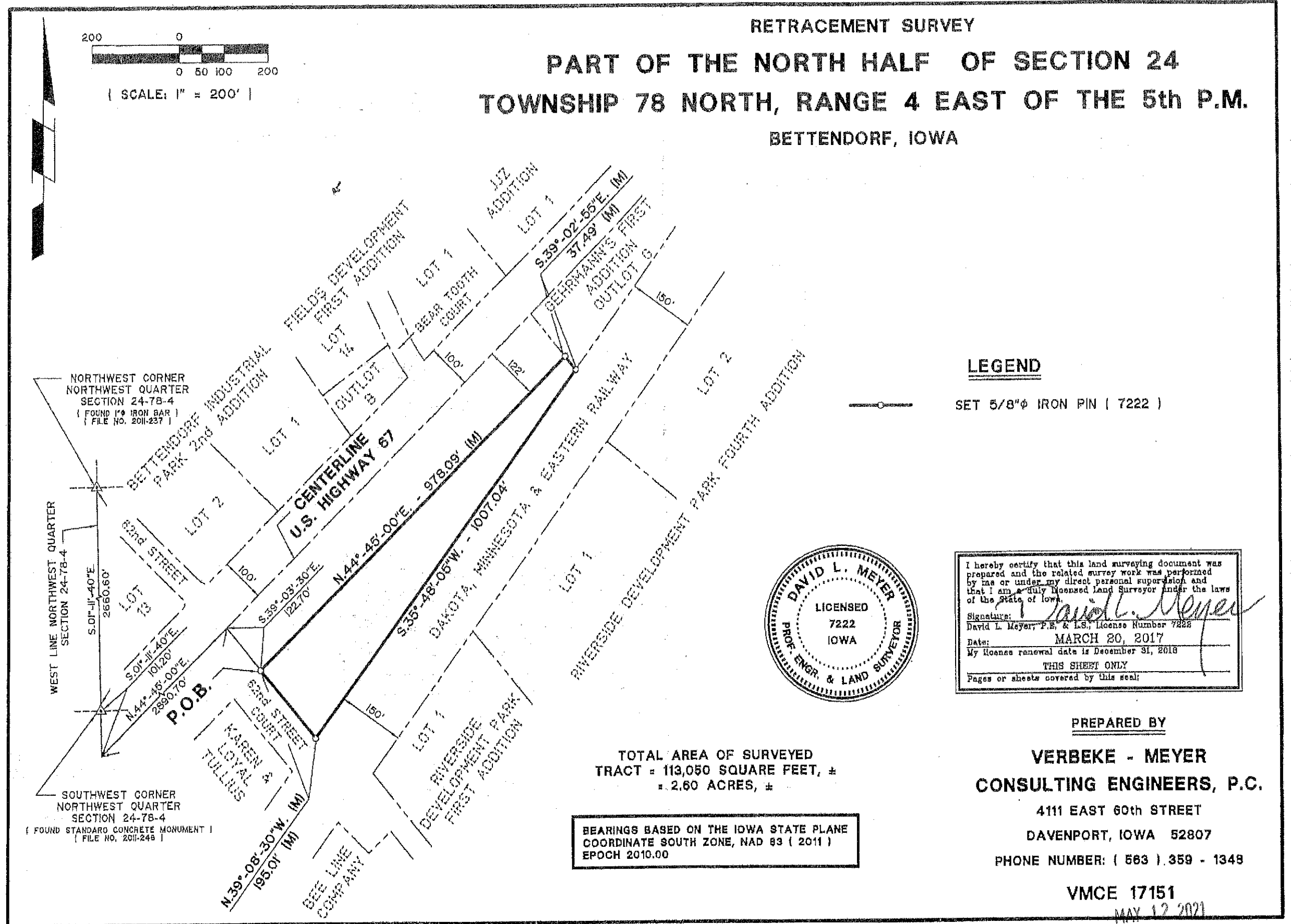
Davenport, Iowa 52807

d@m@verbeke-meyer.com (563) 359-1348

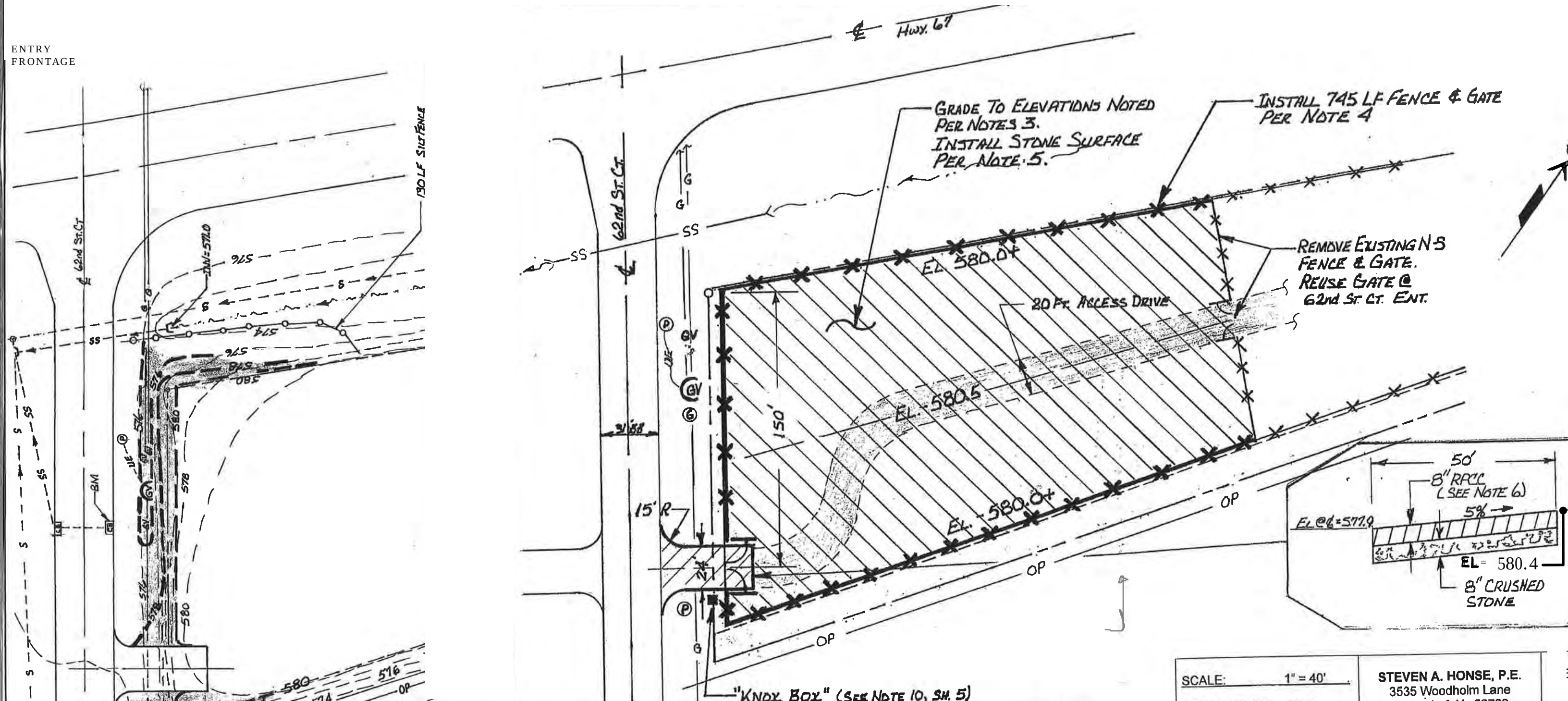


Doc ID: 021028800001 Type: PLA
Recorded: 04/05/2017 at 08:59:06 AM
Fee Amt: \$7.00 Page 1 of 1
Scott County Iowa
Rita A. Vargas Recorder

File 2017-0008075



ENTRY
FRONTAGE



SITE PLAN NOTES

- PERIMETER EROSION CONTROL INSTALLATION**
 - INSTALL SILT FENCE EXTENDING FROM 62ND ST. CT. AND THE NORTHERLY PROPERTY LINE @ TOE OF SLOPE AS NOTED ON THE PLAN SH. 4.
- SEEDING AND MULCHING**
 - GRADED AND DISTURBED SLOPES AND LEVEL AREAS OUTSIDE THE PROPOSED FENCED AREA ARE TO BE PERMANENTLY SEEDED AT COMPLETION OF SITE GRADING:
 - PREPARE SEEDBED TO DEPTH OF 3-INCHES
 - APPLY 700 LBS. OF 13-13-13 FERTILIZER/ACRE (12 LBS/1000 SF)
 - ROLL SEEDBED, APPLY SEED WITH SEEDER & RE-ROLL SEEDBED
 - APPLY MULCH UNIFORMLY @ RATE OF 1.5 TONS/ACRE (70 LBS/1000 SF)
 - RECOMMENDED PERMANENT SEEDING:
 - LAWN GRASS MIXTURE: 80 LBS/ACRE OF 60 % BLUEGRASS, 20 % PERENNIAL RYEGRASS, 15 % CREEPING RED FESCUE, 5 % WHITE DUTCH CLOVER.
 - TALL GRASS MIXTURE: 40 LBS/ACRE OF 50 % KY 31 FESCUE, 10 % SWITCHGRASS, 20 % ORCHARDGRASS, 15 % BROMEGRASS, 5 % ALSIDE CLOVER
- SITE GRADING**
 - TO BE GRADED TO ELEVATION 580.50 GENERALLY ALONG CENTERLINE ENTIRE LENGTH OF SITE, AND GRADED TO ELEVATION 580.00 ALONG THE TOP OF THE PERIMETER OF THE FILLED AREA.
 - GRADE SIDE SLOPES AT EDGES OF THE FILL @ 3:1 SLOPE.

- PARKING/STORAGE AREA SURFACE**
 - INSTALL FILTER MAT PER MANUFACTURERS RECOMMENDATIONS
 - PLACE AND GRADE 3 TO 5-INCH LAYER OF 2-INCH DOWN STONE.
 - GRADED STONE BASE STARTING AT THE 62ND ST. CT. ENTRANCE ROAD AND SPREAD STONE OUTWARD.
 - CAP WITH 3 TO 4-INCHES OF 1/4-INCH DOWN GRADED STONE
 - FINISH GRADE AND COMPACT WITH ROLLER
 - INSTALL SURFACE DUST RETARDANT WITH AN EMULSIFIED PETROLEUM RESIN WITH A MIN. DILUTED RATIO OF 1.7 PRODUCT TO WATER @ MIN. OF 1/4 GALLON/SQ. YD.
- 62ND ST. CT. ENTRANCE**
 - INSTALL EARTHEN FILL TO CONTOURS SHOWN ON PLAN SHEET 3, COMPACTING AT 2 FT. INTERVALS WITH ROLLER. AT DRIVE BASE GRADE INSTALL FILTER MAT, 8-INCHES OF CRUSHED STONE BASE IN ROADWAY AREA. INSTALL 1/2 INCH EXPANSION STRIP @ BACK OF CURB.
 - DRIVEWAY TO BE 24 FT. WIDE WITH 15 FT. RADIUS OFF BACK CURB @ STREET. NO CURB CUT REQUIRED.
 - DRIVEWAY TO BE 8-INCHES THICK PCC, REINFORCED W/ 6 X 6 - 10/10 REINFORCED MESH (21 # PER 100 SQ. FT.). SPRAY WITH CURING COMPOUND WITHIN ONE HOUR AFTER CONCRETE SURFACE IS FINISHED.
- FLOOD ZONE REQUIREMENTS FOR SITE**
 - FEMA 3/21/21 100 YEAR FLOOD LEVEL - 578.0
 - CITY BETTENDORF REQU. A 2 FOOT FREEBOARD
 - FINAL GRADE ELEVATION FOR STORAGE AREA TO BE 580.0 MSL OR ABOVE

LEGEND

Existing Property Line	---
Utility Easement	---
Center Line	CL---CL---
Existing Gas Line	G---G---
Existing Gas Valve	GV
Existing Buried Electrical	UE---UE---
Overhead Power Line	OP---OP---
Existing Sanitary Sewer	S---S---
Existing Storm Sewer	SS---SS---
Storm Water Inlet	CB
Underground Telephone	T---T---
Silt Fence	---X---X---
Existing Security Fence	---X---X---
Proposed Security Fence	---X---X---
Existing Contours	---X---X---
Proposed Contours	---X---X---
Drainage Way	---

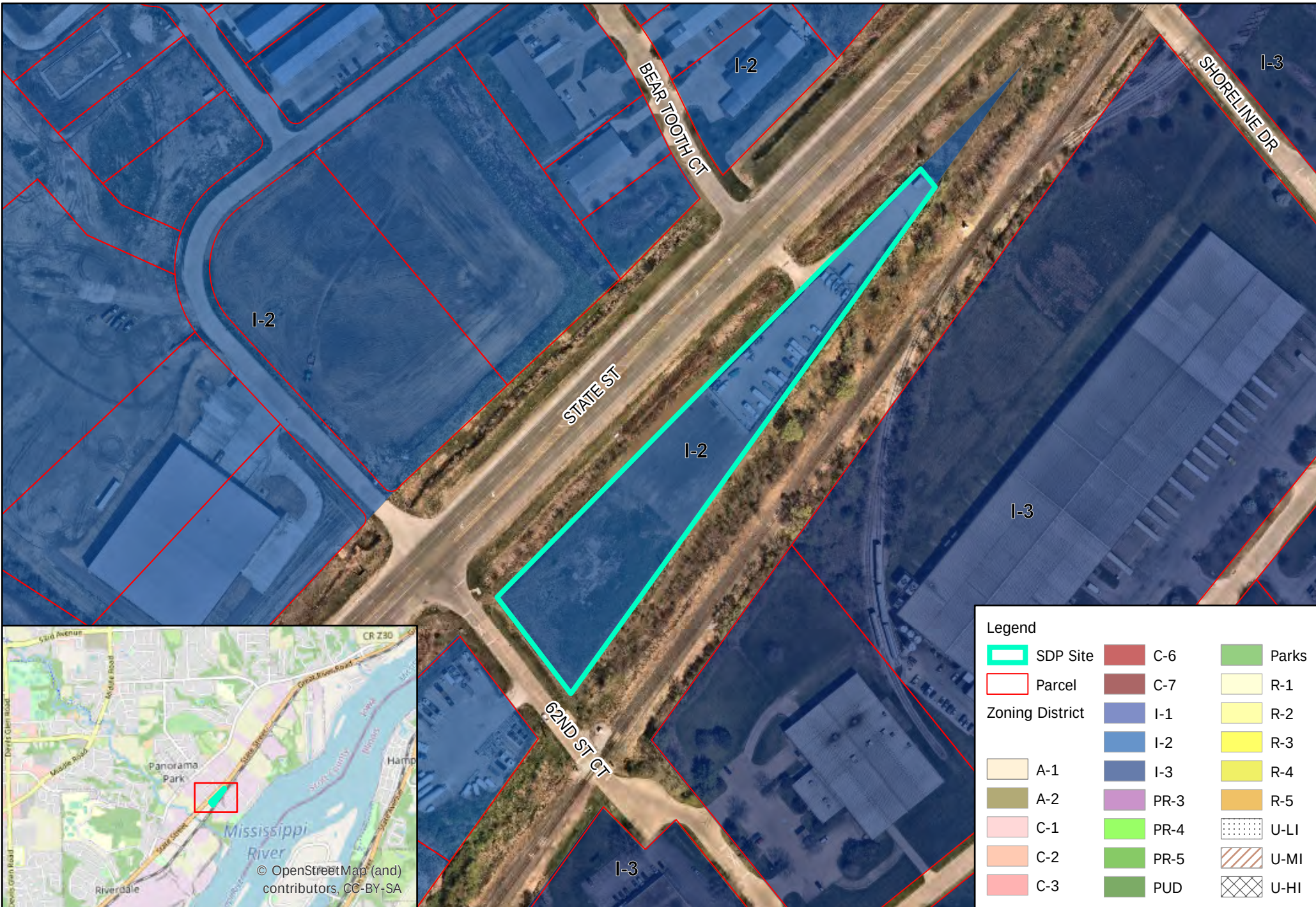
REVISED 6/10/21
BY: SAH

SCALE:	1" = 40'
PREPARED BY:	SAH
DATE:	5/7/2021

STEVEN A. HONSE, P.E.
3535 Woodholm Lane
Bettendorf, IA 52722

- SECURITY FENCE**
 - INSTALL STANDARD 6 FOOT HIGH CHAIN LENGTH FENCE AS NOTED.
 - FENCE TO BE INSTALLED AS SHOWN ON PLAN SHEET 3.
 - INSTALL 24 FOOT WIDE, TWO SECTION SWING, 6 FT. HIGH GATE, INCLUDING POSTS AND BRACING AT ENTRANCE ROAD.
 - INSTALL FENCE SCREENING - 6 FT. X LENGTH OF PERIMETER.
 - REMOVE 130 LF OF EXISTING "N-S" FENCE, REUSE GATE @ 62ND ST. CT. ENTRANCE.
- BENCH MARK:** TOP BACK INLET ON EAST SIDE 62ND ST. CT. ELEV. = 577.35
- NOTIFICATIONS**
 - UPON COMPLETION OF THE PHASE III PROJECT, FOR THE PURPOSE OF UPDATING MID AMERICAN ENERGY RECORDS CONCERNING FILL OVER GAS MAINS @ 62ND ST. CT. ENTRANCE, CONTRACTOR IS TO CONTACT JASON SANDERS @ 309-793-3724 THAT WORK IS COMPLETE.
- EMERGENCY ACCESS KNOX BOX**
 - KNOX BOX TO BE PROVIDED AND INSTALLED @ THE 62ND ST. CT. ENTRANCE.
 - CONTACT & PROVIDE CITY FIRE MARSHALL TROY SAID (563-344-4030) WITH GATE KEY TO STORAGE AREA.







COMMUNITY DEVELOPMENT

City Hall Annex λ 4403 Devils Glen Road, Bettendorf, Iowa 52722 λ (563) 344-4071

June 16, 2021

Staff Report

Case No. 21-043

Location: 2929 - 62nd Street Court

Applicant: Green Zone, LLC

Land Use Designation: I-2 General Industrial

Background facts and information

Green Zone, LLC has submitted a site development plan for outdoor storage of vehicles at 2929 - 62nd Street Court (see Aerial Photo - Attachment A). The parcel is a partially developed site for recreational vehicle storage. The remaining western third of the site was not a part of the previously-approved development and is now submitted for Planning and Zoning Commission approval (see Survey and Site Plan - Attachments B and C). Given the narrow shape of the lot and the opaque fencing requirement, staff did not require a landscape plan. Compliance with all floodplain development permitting procedures will be required (see Floodplain Map - Attachment D.)

Future Land Use and Comprehensive Plan

The future land use designation is General Industrial. The zoning district is I-2, General Industrial which permits this type of screened storage (see Zoning Map - Attachment E). The development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry of the City's Comprehensive Plan.

Utilities

Electrical access is from the south. Water and sanitary sewer is not necessary to serve the site.

Thoroughfare Plan/Pedestrian Access

A drive consisting of 6 to 9 inches of crushed rock and a filter mat meeting the vehicle weight-bearing capacity is required by the Bettendorf Fire Department. Commercial access to U.S. 67 is currently available. An additional access from 62nd Street Court is being constructed to offset with the access drive to the west. Again, this drive access will be required to meet all Bettendorf Fire Department requirements. A 20-foot wide access from the State Street entrance to the 62nd Street Court entrance is required by the Bettendorf Fire Department.

Storm Water Detention

Because the site is close enough to the Mississippi River, storm water is being conveyed to a ditch line used by the current site.

Staff Recommendation

Staff supports the petitioner's request to approve a site development plan for 2929 - 62nd Street Court with the following conditions:

1. All necessary State and Federal permits must be received by City staff prior to City Council release of fencing permits (permits to allow storm water flow, access to State Street, and fill of the floodplain.)
2. Compliance with floodplain development permitting required by city, state, and federal laws.
3. This approval does not waive any other federal, state, or local government provisions as required by law.
4. All Bettendorf Fire Department standards are to be met in the design of the site.
5. A 20-foot wide access from the State Street entrance to the 62nd Street Court entrance is required by the Bettendorf Fire Department.
6. All signage on site must have staff approval through the sign permit process.
7. All lighting shall be down cast and contained within the site.
8. No encroachment of the fill on other properties shall be permitted.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 2929 -
62nd Street Court, submitted by Green Zone, LLC. (Case 21-043)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

10. Case 21-043; 2929 - 62nd Street Court, submitted by Green Zone, LLC.

Beck reviewed the staff report.

Kappeler commented that it appears as the original section that is currently being occupied is not in the flood plain. Morlok explained that the site was brought out of the flood plain. Kappeler asked if the applicant is using that same process for the remainder of the site. Morlok confirmed this.

On motion by Adam, seconded by Stoltenberg, that the site development plan for 2929 - 62nd Street Court be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 4275 Ontario Drive, submitted by Windmill Design Build. (Case 21-049)

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

Windmill Design Build has submitted a site development plan for 4275 Ontario Drive (Lot 7, Shops of the Woodlands) (see Aerial Photo, Zoning Map, and Final Plat - Attachments A, B, and C). The structure will house a financial consulting office (see Site Plan - Attachment D). The building will be a single-story structure with a basement entry with a total of 7,685 square feet (see Elevations - Attachment E). The landscape plan is compliant with City Code (see Landscape Plan - Attachment F). The future land use designation for The Shops of the Woodlands development is Urban Medium Intensity, and the zoning classification is C-1, Neighborhood Commercial District. Financial services are a permitted use in the C-1 district.

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 5-0 margin at the June 16, 2021 meeting.

Relationship to Goals: Attract and Retain Business and Industry.

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) Zoning Map; (C) Final Plat; (D) Site Development Plan; (E) Elevations; (F) Landscape Plan; (G) Staff report to the Planning and Zoning Commission; (H) Planning and Zoning Commission report to the Mayor and City Council; (I) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter.

RESOLUTION NO. _____ - 21

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
4275 ONTARIO DRIVE**

WHEREAS, Windmill Design Build has submitted a site development plan for 4275 Ontario Drive, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it subject to the condition presented below, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a site development plan for 4275 Ontario Drive 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. Fire Department to verify the water line size is correct for the occupancy type for the connection to the building.
3. City Engineer to approve storm water calculations prior to issuance of building permits.
4. Storm sewer system must be approved by City Engineer prior to issuance of building permits.

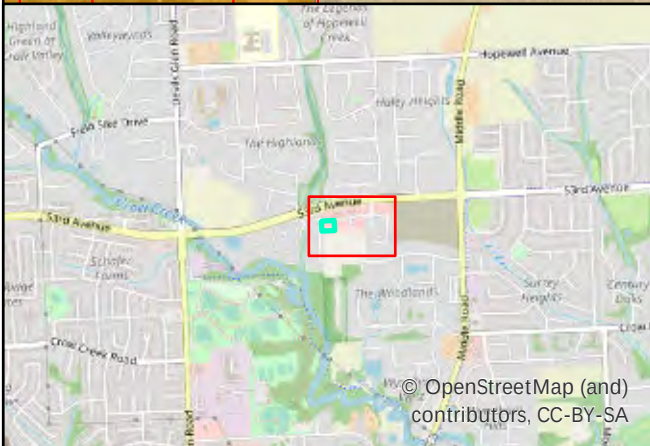
PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



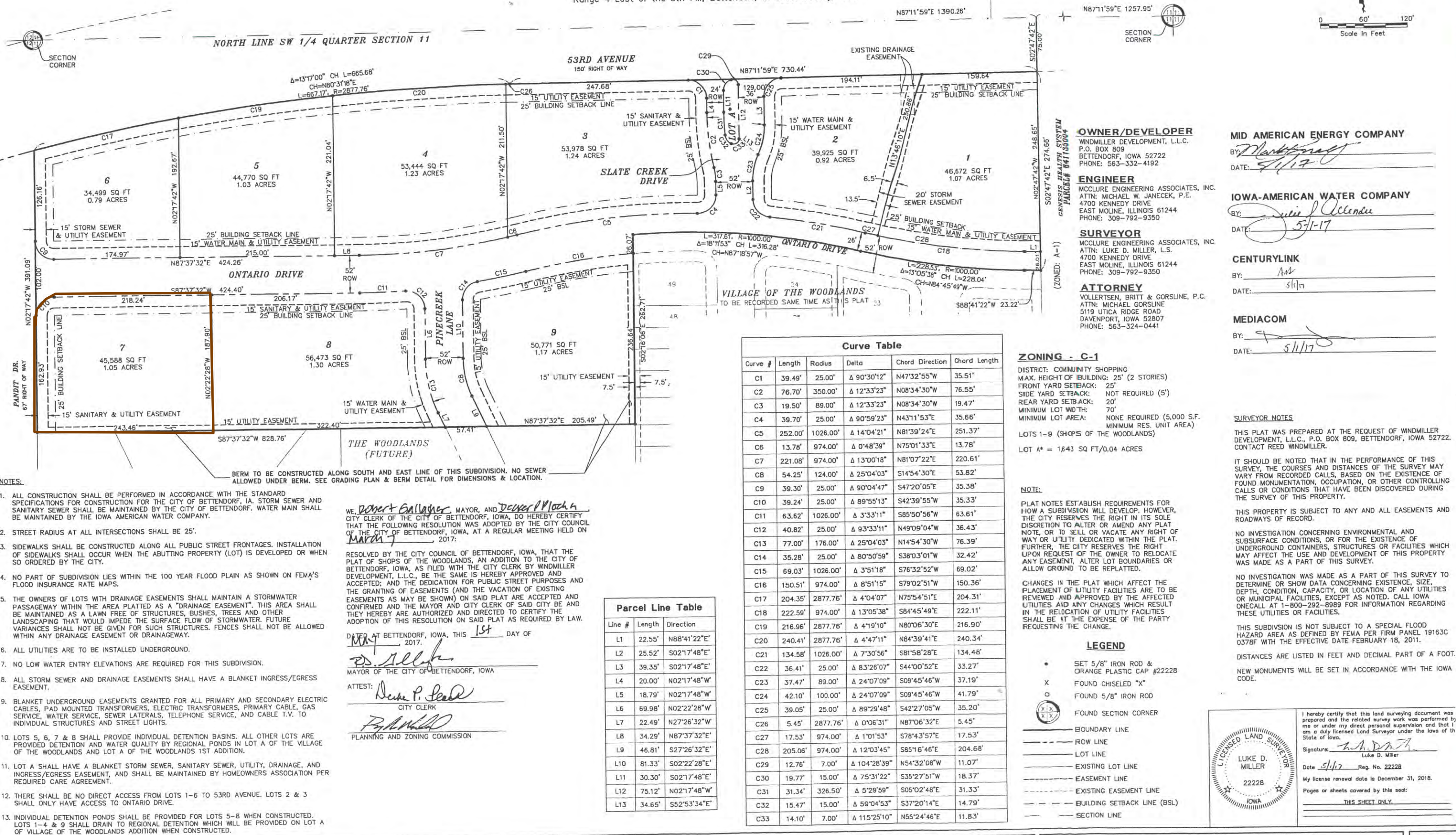


SHOPS OF THE WOODLANDS

CITY OF BETTENDORF, IOWA

Part of the Southwest Quarter of Section 11, Township 78 North,
Range 4 East of the 5th PM, Bettendorf, in Scott County, Iowa

ATTACHMENT C

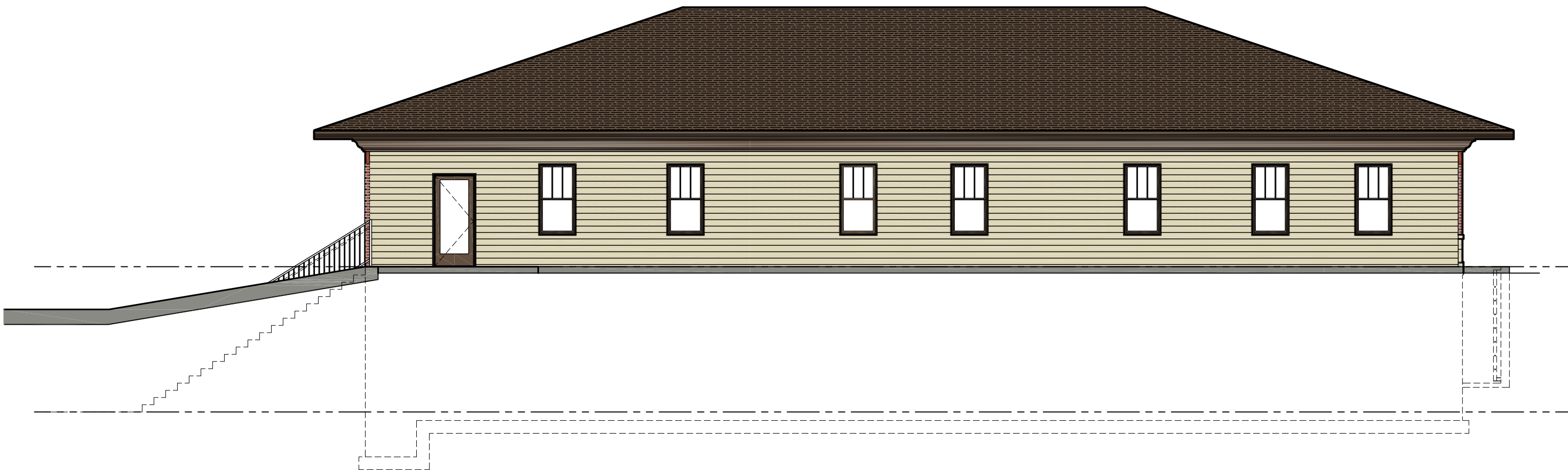




NIKULSKI FINANCIAL
SHOPS AT THE WOODLANDS
LOT 7

Project number 21000905.00
Date 06.21.21
Scale 1/8" = 1'-0" SK-01

NORTH ELEVATION



NIKULSKI FINANCIAL

SHOPS AT THE WOODLANDS
LOT 7

Project number
Date
Scale

21000905.00
06.21.21
1/8" = 1'-0"

SOUTH ELEVATION

SK-02



NIKULSKI FINANCIAL

SHOPS AT THE WOODLANDS
LOT 7

Project number
Date
Scale

21000905.00
06.21.21
1/8" = 1'-0"

WEST ELEVATION

SK-03



NIKULSKI FINANCIAL

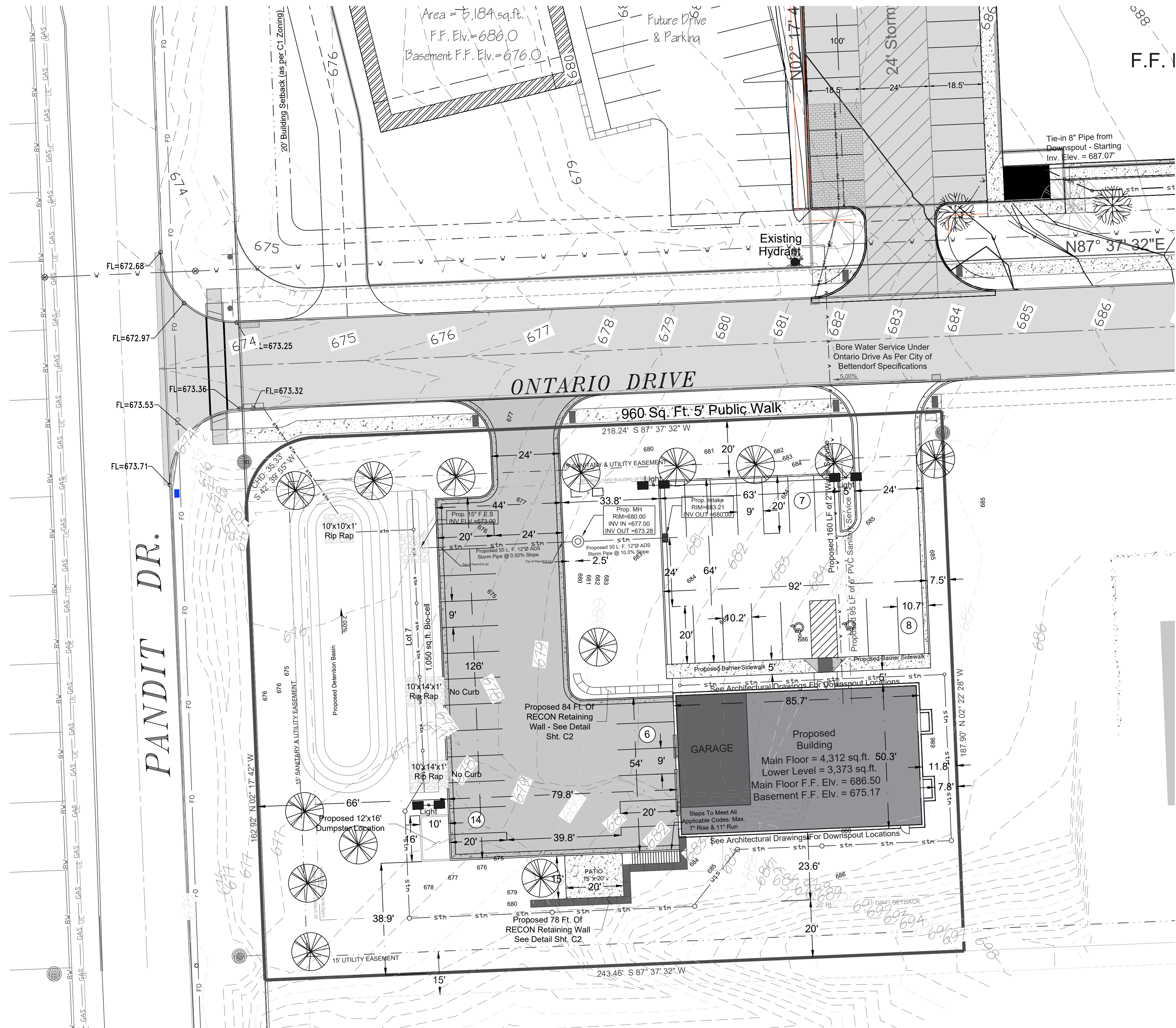
SHOPS AT THE WOODLANDS
LOT 7

Project number
Date
Scale

21000905.00
06.21.21
1/8" = 1'-0"

EAST ELEVATION

SK-04

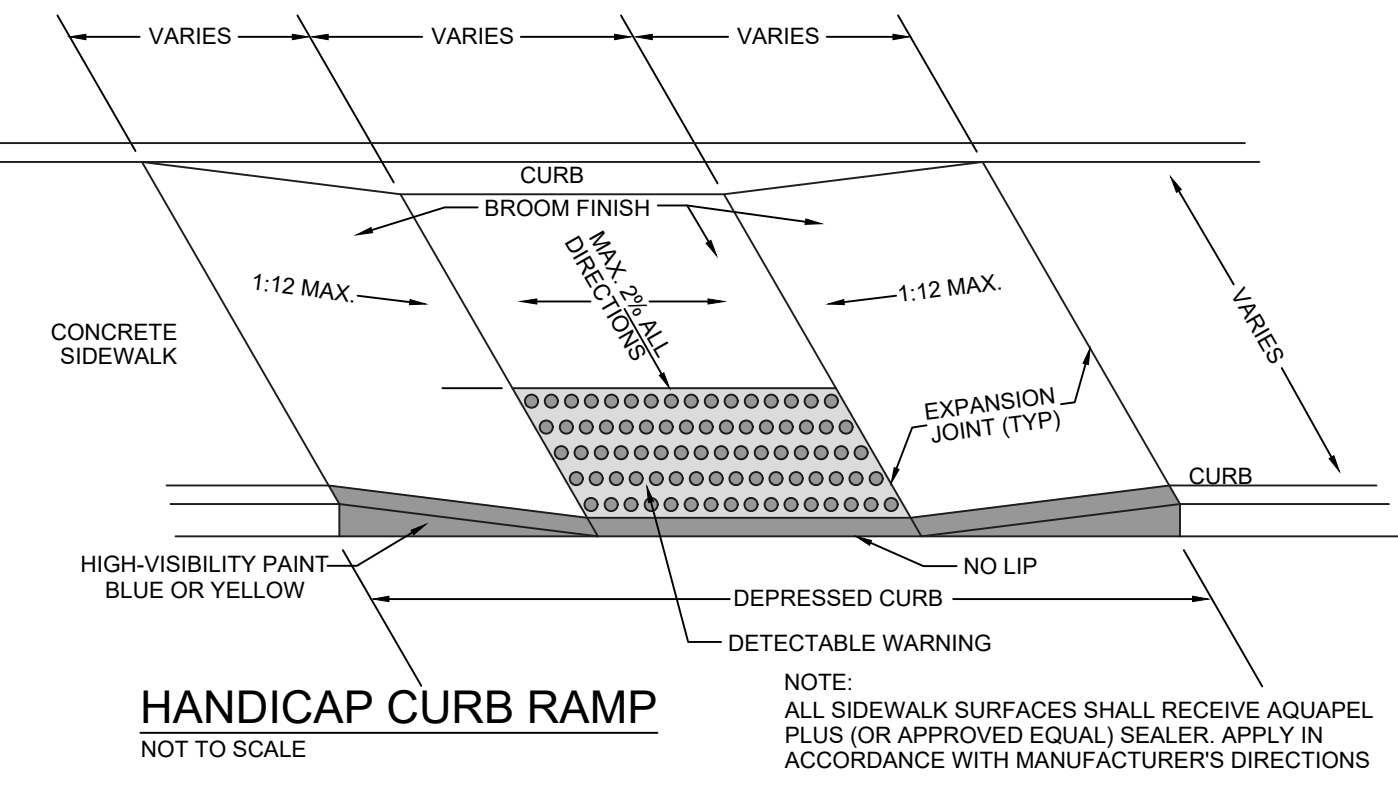
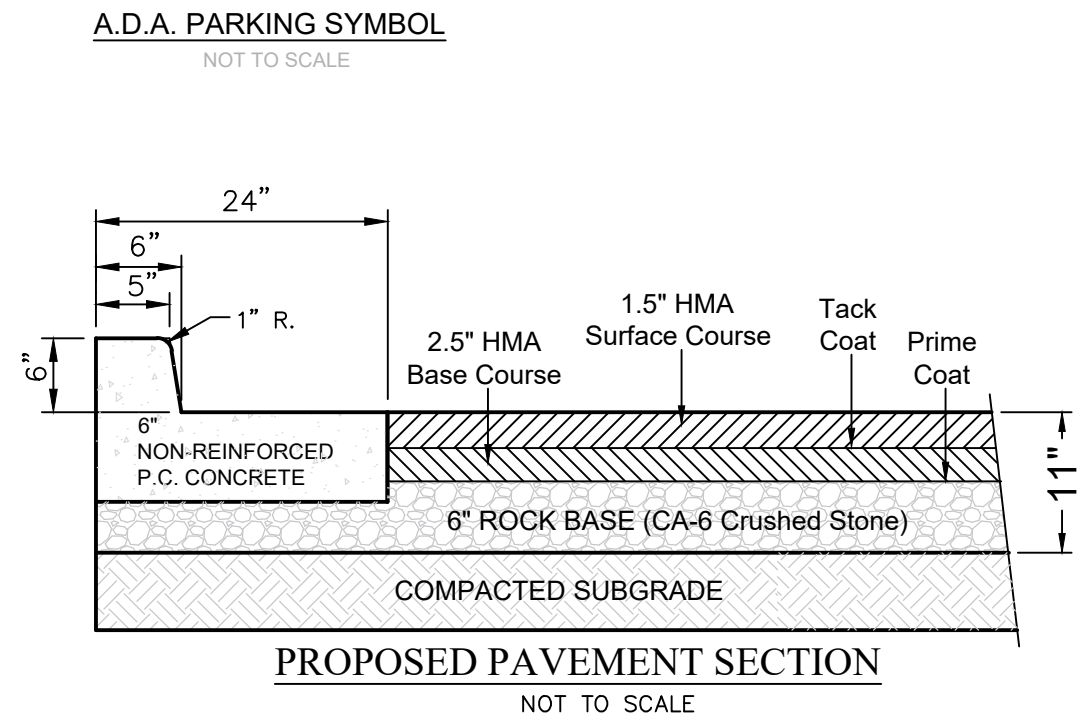
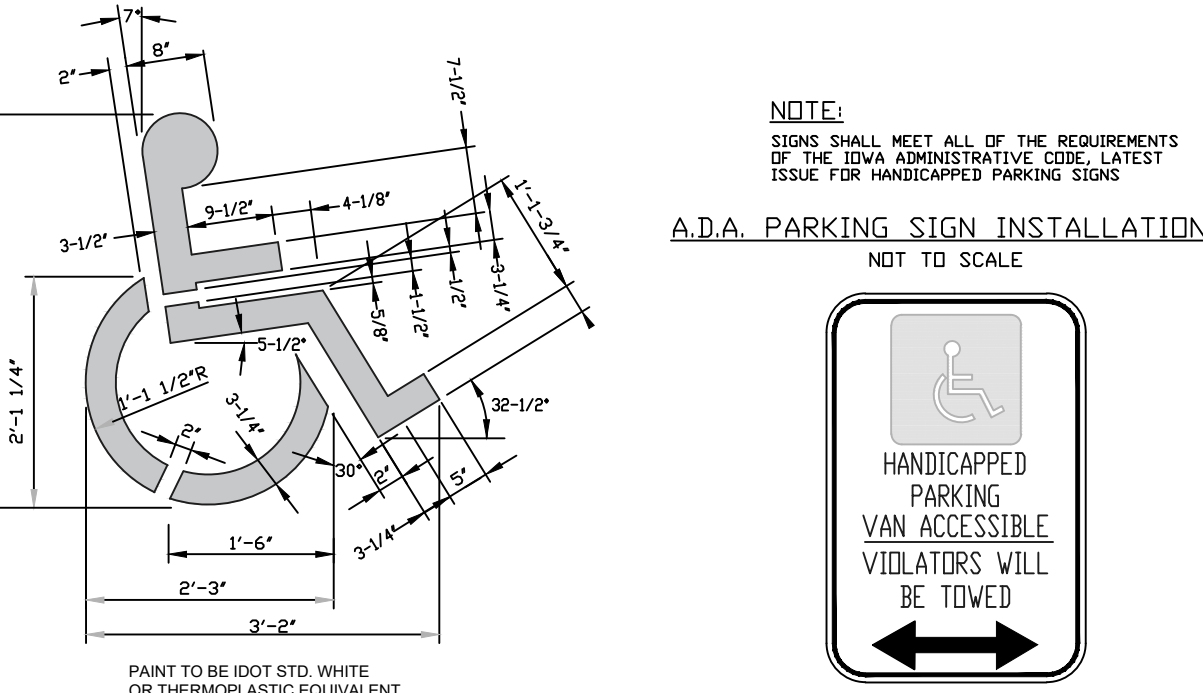


I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Christopher R. Townsend, P.E.
License number: 14864
My license renewal date is December 31, 2022.
Pages or Sheets covered by this seal: C0-C4

6-10-21
Date

Sheet Index:
C0 - Site Development Plan
C1 - Site Plan
C2 - Grading Plan
C3 - Utility Plan
C4 - Erosion Control Plan



C1 Zoning Requirements

Front Yard: 20 Ft. Minimum Building Setback

Side Yard: 0 Ft. Minimum Building Setback

Rear Yard: 20 Ft. Minimum Building Setback

PARKING REQUIREMENTS

PLANNED USE: 4,250 SQ. FT. - FINANCIAL SERVICES REQUIRED PARKING = 1 SPACE PER 250 SQ. FT.
7,685 TOTAL SQ. FT. \ 250 SQ. FT. = 31 SPACES

31 SPACES REQUIRED - 39 PROVIDED INCLUDING 2 HANDICAP STALLS

LANDSCAPING NOTES

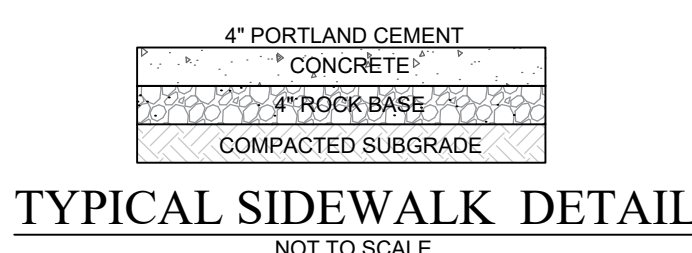
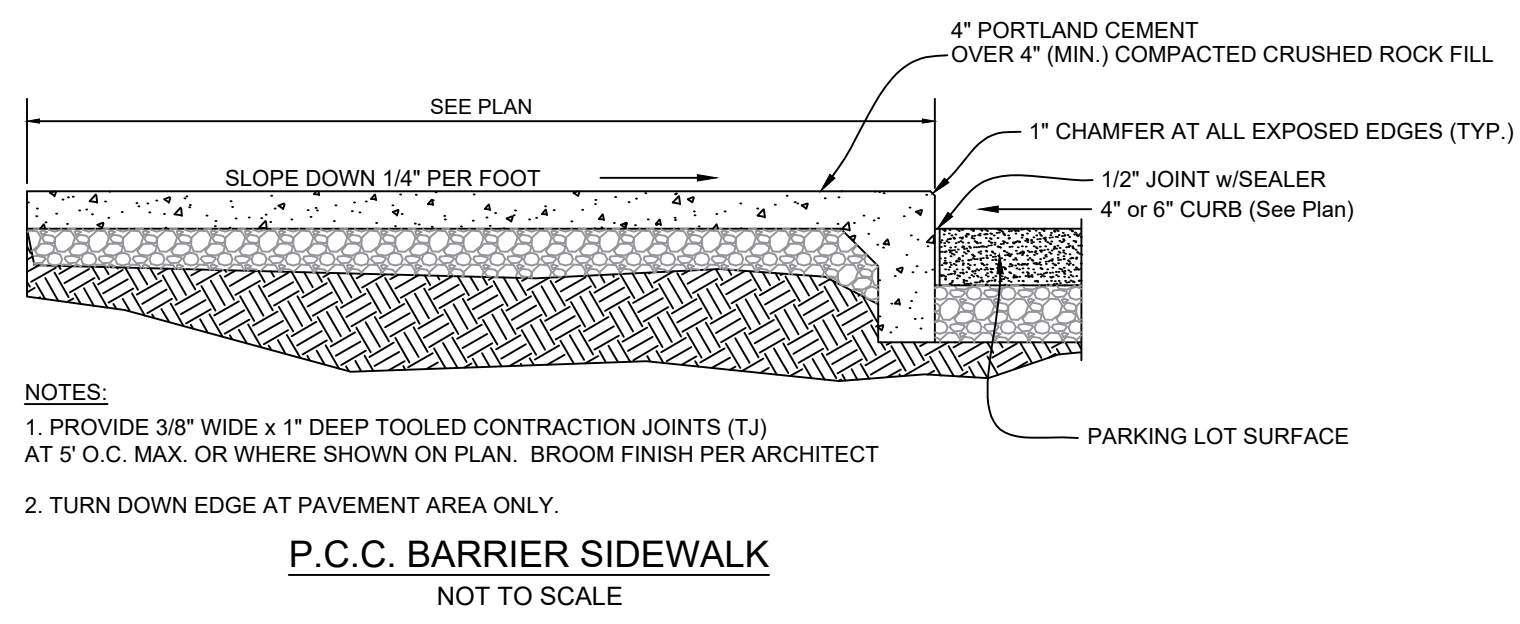
Minimum Street Yard Greenspace requirements:
Total Required Tree Factors = 12

Ontario Drive = 7 Tree Factors
Pandit Drive = 5 Tree Factors
Vehicular Use Area = 2 Tree Factors

(Qty. = 15) Deciduous Overstory Tree 1/2-inch caliper and 22-inch ball or pot 1.0

Deciduous Overstory Tree.
A shade-producing woody plant having a mature height and spread of at least 30 feet with one well-defined trunk and no branches at or near the base.

Deciduous overstory
2-inch caliper and 22-inch ball or pot 1.0
4-inch caliper and 40-inch ball or pot 2.0



LEGEND:			
EASEMENT	EXISTING GAS VALVE	EXISTING CONTOUR LINE	
SETBACK LINE	EXISTING WATER VALVE	PROPOSED CONTOUR LINE	
CENTERLINE	EXISTING UTILITY POLE		
PROPERTY BOUNDARY	EXISTING LIGHT POLE		
EXISTING FENCE	EXISTING TREE		
EXISTING SANITARY	EXISTING BUSH		
PROPOSED SANITARY	EXISTING MANHOLE		
EXISTING STORM SEWER	EXISTING FIRE HYDRANT		
PROPOSED STORM SEWER	FOUND PROPERTY PIN		
EXISTING WATER	CONTROL POINT		
PROPOSED WATER			
EXISTING GAS LINE			
EXISTING ELECTRIC			



COMMUNITY DEVELOPMENT

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

June 16, 2021

Staff Report

Case No. 21-049

Location: 4275 Ontario Drive – Site Development Plan

Applicant: Windmill Design Build

Current Land Use Designation: Urban Medium Intensity

Background Information and Facts

Windmill Design Build has submitted a site development plan for 4275 Ontario Drive (Lot 7, Shops of the Woodlands) (see Aerial Photo, Zoning Map, and Final Plat - Attachments A, B, and C). The structure will house a financial consulting office (see Site Plan - Attachment D). The building will be a single-story structure with a basement entry with a total of 7,685 square feet (see Elevations - Attachment E). The landscape plan is compliant with City code (see Landscape Plan - Attachment F).

Future Land Use Map and Compt

The future land use designation for The Shops of the Woodlands development is Urban Medium Intensity, and the zoning classification is C-1, Neighborhood Commercial District. Financial services are a permitted use in the C-1, district. The development is supportive of the Comprehensive Plan Goal C: Attract and Retain Business and Industry of the City's Comprehensive Plan.

Utilities

Utilities are available along 53rd Avenue and from the Wyndham West subdivisions. Water service and electrical will originate along 53rd Avenue. It is the responsibility of the property owner to connect to all utilities. Sanitary sewer connects to a line on the south side of Ontario Drive. Water will come from the Ontario Drive main.

Thoroughfare Plan/Access

Ontario Drive provides direct access to the site. Pandit Drive connects Ontario Drive to 53rd Avenue. Another entrance to the subdivision from 53rd Avenue is east of the lot. The proposed number of parking spaces meets ordinance requirements. A 5-foot wide sidewalk will be placed along the south side of Ontario Drive.

Storm Water Detention

Storm water detention is required and must be approved by the City Engineer. Storm water detention is anticipated for the western portion of the parcel.

Recommended Action

Staff recommends the Planning and Zoning Commission recommend approval of the site development plan subject to the following conditions:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. Fire Department to verify the water line size is correct for the occupancy type for the connection to the building.
3. City Engineer to approve storm water calculations prior to issuance of building permits.
4. Storm sewer system must be approved by City Engineer prior to issuance of building permits.

Respectfully submitted,

Greg Beck
City Planner

June 23, 2021

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

SUBJECT: Planning and Zoning Commission's decision on a site development plan for 4275
Ontario Court, submitted by Windmill Design Build. (Case 21-049)

Honorable Mayor and Members of the City Council:

On June 16, 2021, the Planning and Zoning Commission reviewed and recommended that your
Honorable Body approve the above named site development plan request.

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

Sincerely,

Mark D. Hunt
Director, Community Development

11. Case 21-049; 4275 Ontario Drive, submitted by Windmiller Design Build.

Beck reviewed the staff report.

Kappeler asked if there is a customer entrance to the building from the lower parking lot. Morlok explained that only the upper level will be built out at this time. Chris Townsend, the applicant's engineer, added that the lower level entrance will be only for employees. Morlok commented that the applicant has no plans to use the building for another use. Hunt added that the garage is for the applicant's private use.

Mary Madsen, 5264 Pandit Drive, expressed concern about the potential for traffic issues given that most people use her street to access the Shops of the Woodlands development. She asked if a stop sign or speed limit sign could be installed. Morlok explained that there is a second entrance into the development and that the city cannot control which entrance motorists use. He added that as of yet, there is not enough traffic to warrant installation of a stop sign at Ontario Drive but that he would monitor it. Madsen commented that there are many children who live in the neighborhood and asked if a speed limit sign could be installed. Morlok explained that there are no speed limit signs in residential neighborhoods, adding that he does not believe it would be effective that close to 53rd Avenue.

Zack Janczak, 5182 Pandit Drive, expressed concern about the noise that will be generated by the proposed use and asked if the applicant could install a berm on the west side of the lot to protect the nearby residents. Wennlund commented that a berm is usually built between residential and more intense commercial uses. Janczak asked for clarification of what will be located on the west side of the lot. Morlok explained that the storm water detention basin is located there. He added that because the property is at a higher grade than Pandit Drive, there is not enough room to build a berm sloping to Pandit Drive. Hunt asked the requirement for a landscape buffer had been evaluated. Beck confirmed this, adding that a berm is not required but that the proposed landscaping meets code requirements. Stoltenberg commented that given the configuration of the lot and the nature of the financial services business, the building itself should serve as a sound barrier for residents to the west. Janczak stated that he understands that a berm is not required but asked if one similar to existing ones in the overall development could be built anyway. Wennlund reiterated that because of the location of the dry detention basin, there is not enough space to build a berm that would be effective. Morlok added that an approximately 2-foot high berm is shown and that anything beyond that would be off the applicant's property. Janczak stated that he knows it can be done and asked if staff is willing to take a second look. Hunt stated that he could work with the developer regarding the placement of the required trees, adding that there is no code that would require that of the applicant. Wennlund stated that given the topography of the lot there is no way to build a berm that would be effective as a sound barrier for the residents to the west. Morlok concurred. Kappeler commented that landscaping may be a more effective than a berm.

On motion by Kappeler, seconded by Adam, that the site development plan for 4275 Ontario Drive be recommended for approval subject to staff recommendations.

ALL AYES

Motion carried.



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Mark Hunt

ITEM TITLE:

Resolution approving and awarding the contract for the flood zone properties appraisal project associated with a hazard mitigation grant.

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

The City of Bettendorf has the opportunity to apply for a hazard mitigation grant through Iowa Homeland Security and Emergency Management Division. Before the City is allowed to proceed with the grant application process an appraisal of the potential properties involved must be completed.

Staff, in conjunction with Iowa Homeland Security, prepared a Request for Proposals (RFP) for appraisal services for that purpose. The RFP was distributed to licensed professional appraisal firms, and the RFP was also posted on Ion Wave.

A bid tabulation sheet has been included which shows the comparison of the bids. Based on an evaluation of the submitted bids, staff recommends DataSource Appraisal of Bettendorf, Iowa as the contractor who has provided the most responsible, responsive, and greatest value proposal.

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

A local match of 15% of the cost of the appraisals is required. Once the appraisals are completed, the project budget and local match amount will be finalized.

List Attachments:

Resolution; Bid Tabulation; Contract.

RESOLUTION NO. _____-21

**RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR THE
FLOOD ZONE PROPERTIES APPRAISAL PROJECT
ASSOCIATED WITH A HAZARD MITIGATION GRANT**

WHEREAS, a request for proposals for appraisals of properties located in the flood zone and under consideration for demolition was delivered to qualified, licensed appraisal firms, and

WHEREAS, the request for proposals was posted on Ion Wave for said project, and

WHEREAS, DataSource Appraisal of Bettendorf, Iowa submitted the lowest responsible bid in the amount of \$275 per appraisal, and staff has recommended that DataSource Appraisal of Bettendorf, Iowa be selected as the contractor for this project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for the flood zone properties appraisal project is hereby approved and awarded to DataSource Appraisal of Bettendorf, Iowa.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

June 1, 2021

				DataSource Appraisal		Adams Appraisal	
				Total Price	\$8,250.00	Total Price	*\$9,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	House Appraisal	30	EA	<u>\$275.00</u>	\$8,250.00	<u>\$300.00</u>	\$9,000.00

*No sample appraisal or license attached

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 6th day of July, 2021, by and between the City of Bettendorf, Iowa, a municipal corporation, hereinafter referred to as "City," and DataSource Appraisal, (Fed. I.D. # 36-4193316 _____), 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:

Real estate appraisals completed to USPAP (Uniform Standards of Professional Appraisal Practice) using form 1004 or 2055.

1. SCOPE OF SERVICES. Service provided under this agreement shall be as further described in Attachment 1, Scope of Services.
2. SCHEDULE. The schedule of the work to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative.

3. COMPENSATION

- A. In consideration of the service, work, equipment, supplies, or materials provided herein, the City agrees to pay the Service Provider the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

Basic Services of the Service Provider	\$8,250

- B. The Service Provider shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this agreement, based upon services actually completed at the time of the invoice. Final payments shall be due and payable within 30 days of the City's acceptance of the Service Provider's submission of final deliverables in accordance with the Scope of Services.
- C. In Consideration of said payments, the Service Provider agrees to perform all service, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this agreement in accordance with the standard of care in Section 7 and satisfaction of the City. If the performance of this agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Service Provider agrees to pay for the same in full;

and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

4. INSURANCE

- A. Service Provider understands and agrees that Service Provider shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Service Provider shall provide insurance coverage for and on behalf of Service Provider that will sufficiently protect Service Provider agents, employees, servants, or other personnel, in connection with the services or work which are to be provided by Service Provider pursuant to this agreement, including protection from claims for bodily injury, death, property damage, and lost income. Service Provider shall provide worker's compensation insurance coverage for Service Provider and all Service Provider personnel. Service Provider shall file applicable insurance certificates with the City, and shall also provide evidence of the following coverage.
- B. The Service Provider shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 each aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall state the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Service Provider shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall state the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Service Provider shall provide evidence of errors and omissions insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 per claim/annual aggregate for claims arising out of the professional errors and omissions of the Service Provider. The evidence shall state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- E. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Service Provider with reasonable promptness in accordance with the Service Provider's information and belief.

5. NOTICE. Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Bettendorf
Attn: City Engineer
Address: 4403 Devils Glen Road

City, State: Bettendorf, IA 52722

FOR THE SERVICE PROVIDER:

Name: DataSource Appraisal
Attn: Josh Binneboese
Address: 630 River Dr. Suite 201

City, State: Bettendorf, IA 52722

6. GENERAL COMPLIANCE. In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, the Service Provider shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Service Provider must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.
7. STANDARD OF CARE. Services provided by the Service Provider under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
8. INDEPENDENT CONTRACTOR. Service Provider understands and agrees that the Service Provider and Service Provider's employees, agents, servants, or other personnel are not City employees. Service Provider shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Service Provider or any of Service Provider's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Service Provider nor Service Provider's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
9. NON-DISCRIMINATION. Service Provider will not discriminate against any employee or applicant for employment, because of race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will cooperate with the City in using Service Provider's most reasonable efforts to ensure that Disadvantaged Business Enterprises are

afforded the maximum opportunity to compete for subcontracts of work under this agreement.

10. **HOLD HARMLESS.** Service Provider agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, to the extent due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom Service Provider is legally liable.
11. **ASSIGNMENT.** Neither party shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the other party.
12. **APPROPRIATION OF FUNDS.** The funds appropriated for this agreement are equal to or exceed the awarded contract amount. Performance of the City's obligations under this Agreement are expressly subject to appropriations of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this agreement, or appropriated funds may not be expended due to City spending limitations, then the City may terminate this Agreement without further compensation to the Service Provider.
13. **AUTHORIZED AMENDMENT TO AGREEMENT**
 - A. The Service Provider and the City agree and acknowledge as part of this agreement, that no amendments to this agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the agreement to exceed the amount appropriated for this agreement, unless the Service Provider has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.
 - B. The Service Provider and the City further agree and acknowledge as part of this agreement that no agreement amendments, or other form or order or directive which requires additional compensable work to be performed under this agreement, shall be issued by the City unless funds are available to pay such additional costs, and the Service Provider shall not be entitled to any additional compensation for any additional compensable work performed under this agreement, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Service Provider was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was signed by the authorized City representative. It is the Service Provider's sole

responsibility to know, determine, and ascertain the authority of the City representative signing any amendment to this agreement. If there are any questions by the Service Provider, they should be directed to the City Attorney.

14. **OWNERSHIP OF SERVICE PROVIDER DOCUMENTS.** All sketches, tracings, plans, specifications, reports, design calculations, and other data prepared under this Agreement shall become the property of the City; and a reproducible set, two printed sets and electronic file of all materials, shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Service Provider. Documents prepared under this agreement are not intended for use other than on the project described in the agreement. The Service Provider shall not be responsible for injuries or damages sustained as a result of reuse.

15. **INTERPRETATION.** No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the agreement. The laws of the State of Iowa shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for Scott County, Iowa.

16. **COMPLIANCE WITH IMMIGRATION AND CONTROL ACT.** Service Provider represents that the Service Provider has complied with the United States Immigration and Control Act of 1986. All persons employed by the Service Provider for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

17. **SOLICITATION AND PERFORMANCE**

- A. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that the Service Provider has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Service Provider shall not engage the service of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. **SUSPENSION AND TERMINATION OF AGREEMENT**

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the

Service Provider, and shall be effective as of the date established in the suspension notice. Payment for Service Provider's services shall be made by the City for services performed to the date established in the suspension notice. Should the city reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Service Provider.

- B. Upon ten (10) days written notice to the Service Provider, the city may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Service Provider make it impossible or against the City's interest to complete the Agreement. In such case, the Service Provider shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
 - C. The City may also terminate this Agreement at any time if it is found that the Service Provider has violated any term or condition of this Agreement or that Service Provider has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Service Provider, the City will give ten (10) days written notice to the Service Provider of the City's intent to terminate the Agreement. Service Provider shall have ten (10) days from notification to remedy the conditions constituting the default.
 - D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Service Provider had the Agreement not been terminated and work completed in accordance with contract documents.
19. **TAXES.** The Service Provider shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Service Provider shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.
20. **SEVERABILITY.** If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect.
21. **MISCELLANEOUS HEADINGS.** Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonable request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, an all of which when taken together shall constitute the same instrument.

24. The City and the Service Provider agree they shall first submit any and all unsettled claims, counterclaims, disputes or other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

SERVICE PROVIDER

CITY OF BETTENDORF

DataSource Appraisal

(Corporate Name)

By: 

Name: DANIEL A. JACKSON

Title: OWNER/PRESIDENT

By: _____

Mayor

WITNESS:

Name: 

Title: Adnan Assistance

ATTEST:

Name: _____

Title: _____

ATTACHMENT 1

SCOPE OF SERVICES

Each appraisal must have an individualized report that is completed to USPAP (Uniform Standards of Professional Appraisal Practice) using form 1004 or 2055. DataSource must comply with 2 CFR Part 200 Appendix II (enclosed).

ATTACHMENT 2

PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

The appraisals must be completed and reports delivered to the City of Bettendorf by September 15, 2021.

ATTACHMENT 3

SCHEDULE OF FEES

\$275 per property for up to 30 properties, not to exceed a total of \$8,250.

ATTACHMENT

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

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

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

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

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

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

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

not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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



COUNCIL LETTER

MEETING DATE: July 6, 2021
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving and awarding the contract for asbestos removal for properties involved in the flood grant buy-out program.

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

Bettendorf was awarded funds that were available from the flood grant program through Iowa Homeland Security and Emergency Management Division (HSEMD). Staff solicited bids from three firms for the removal of the asbestos from homes found to contain it. In addition, the request for proposals was posted on Ion Wave. A bid tabulation detailing the bid responses is attached (see Bid Tabulation - Attachment A). On December 15, 2020, Iowa-Illinois Taylor Insulation was awarded the contract for asbestos removal for four homes involved in the program (see Resolution 388-20 - Attachment B). Three additional properties (1124 Parkway Drive, 1036 Hawthorne Drive, and 2528 Greenway Drive) have been found to contain asbestos.

HSEMD is allowing the city to use the original bid tabulation to evaluate whether or not the bid cost submitted by the original contractor for asbestos removal in any additional homes is reasonable. Iowa-Illinois Taylor Insulation of Davenport, Iowa submitted a quote with a total project cost of \$23,930 for the three additional properties.

Staff recommends awarding the contract to Iowa-Illinois Taylor Insulation of Davenport, Iowa (see Contract - Attachment C).

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

The Council has approved up to \$445,000 as a local match to be used for this flood acquisition project. The remainder of the project will be funded by the grant award.

List Attachments:

Resolution; (A) Bid tabulation; (B) Resolution 388-20; (C) Contract

RESOLUTION NO.____ - 21

**RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR ASBESTOS
REMOVAL FOR PROPERTIES INVOLVED IN THE
FLOOD GRANT BUY-OUT PROGRAM**

WHEREAS, a bid request was sent to qualified asbestos removal contractors for the properties in the flood zone that have been found to contain asbestos and which are to be demolished; and

WHEREAS, Iowa-Illinois Taylor Insulation of Davenport, Iowa submitted the lowest responsive bid for the project in the amount of \$23,930; and

WHEREAS, staff recommends that Iowa-Illinois Taylor Insulation of Davenport, Iowa be selected as the asbestos removal contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for asbestos removal be approved and awarded to Iowa-Illinois Taylor Insulation of Davenport, Iowa.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

Asbestos Abatement

Bid Open: Mon. December 7, 2020 4:00 p.m.

		Iowa-Illinois Taylor Insulation		Brownfield Environmental Engineering	
		Total Price	\$28,490.00	Total Price	\$38,700.00
Item #	Description		Cost		Cost
1	1108 Parkway Drive		\$3,250.00		Gave lump sum
2	1119 Crestview Court		\$5,995.00		for all 4 homes
3	1124 Crestview Court		\$3,250.00		
4	2601 Cypress Drive		\$15,995.00		

RESOLUTION NO. 388-20

**RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR ASBESTOS
REMOVAL FOR PROPERTIES INVOLVED IN THE
FLOOD GRANT BUY-OUT PROGRAM**

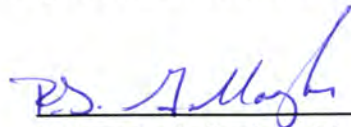
WHEREAS, a bid request was sent to qualified asbestos removal contractors for the properties in the flood zone that have been found to contain asbestos and which are to be demolished; and

WHEREAS, Iowa-Illinois Taylor Insulation of Davenport, Iowa submitted the lowest responsible bid for the project in the amount of \$28,490; and

WHEREAS, staff recommends that Iowa-Illinois Taylor Insulation of Davenport, Iowa be selected as the asbestos removal contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for asbestos removal be approved and awarded to Iowa-Illinois Taylor Insulation of Davenport, Iowa.

PASSED, APPROVED, AND ADOPTED this 15th day of December, 2020.



Robert S. Gallagher, Mayor

ATTEST:



Decker P. Ploehn, City Clerk



DATE: June 22, 2021

PROPOSAL TO: City of Bettendorf
4403 Devils Glen Road
Bettendorf, Iowa 52722
Attn: Mr. Mark Hunt

PROJECT: Asbestos Abatement
for Demolition
3 Residential Properties
Quote # 18158

We propose to supply the labor, materials and equipment to remove and dispose of asbestos containing building materials identified through NESHAP building inspections performed by RCM and ASPEC at the below referenced structures. The asbestos materials will be removed within a full containment or regulated areas utilizing wet removal methods, proper containerization and disposal. This Quote **does** require a 10 working day notice to IDNR or IDOL prior to the start of abatement activities and appropriate notification fees.

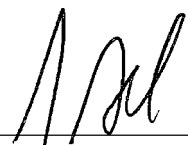
All work will be performed by certified personnel and in compliance with all state and federal EPA regulations. **All work is covered by 10 million dollars of occurrence based, asbestos specific liability insurance.** Copies of the proper notifications, air monitoring results and disposal receipts will be furnished for your records.

- IITI to provide the temporary utilities necessary for abatement projects only.
- Building Owner to remove all moveable objects from work areas.
- All ceiling drywall and associated attic insulation in the Greenway property will be completely demolished and disposed of as ACM.
- Quote is based on first shift, straight time wages. Scott County Iowa Wage Group #2.

2528 GREENWAY QUOTE TO REMOVE & DISPOSE \$ 11,780.00
1036 HAWTHORNE QUOTE TO REMOVE & DISPOSE \$ 5,400.00
1124 PARKWAY QUOTE TO REMOVE AND DISPOSE.... \$ 6,750.00

ACCEPTANCE OF QUOTE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Unless otherwise stated above, payment will be due upon completion of the work.

Date _____ Signature _____



Jamie D'Aprile, President

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 6th day of July, 2021, by and between the City of Bettendorf, Iowa, a municipal corporation, hereinafter referred to as "City," and Iowa-Illinois Taylor Insulation, (Fed. I.D. #42-084452), 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:

Asbestos abatement at the following Bettendorf homes:

- 2528 Greenway Dr.
- 1036 Hawthorne Dr.
- 1124 Parkway Dr.

1. SCOPE OF SERVICES. Iowa-Illinois Taylor Insulation will follow all provisions of Attachment I and will supply, the labor materials and equipment to remove and dispose of asbestos containing building material identified through NESHAP building inspections performed by Regulatory Compliance Management at the Bettendorf homes listed herein. The asbestos materials will be removed with a full containment or regulated areas utilizing wet removal methods, proper containerization and disposal. All work will be performed by certified personnel and in compliance with all state and federal EPA regulations. Copies of the property notifications, air monitoring results and disposal receipts will be furnished for your records. Iowa-Illinois Taylor Insulation will carry \$10 million of occurrence based, asbestos specific liability insurance.

o Iowa-Illinois is not responsible for removing objects from the work areas.

2. SCHEDULE. Iowa-Illinois Taylor Insulation will complete abatement on a home within fifteen (15) days of official Notice to Proceed from the City unless additional time is agreed to in writing. For each day following the fifteen (15) day deadline, an additional five hundred dollars (\$500) will be deducted from the bid price payment as liquidated damages to the City of Bettendorf for said project completion delay. A deadline extension will only be issued by mutual agreement of both the Iowa-Illinois Taylor Insulation and the City of Bettendorf.

3. COMPENSATION

- In consideration of the service, work, equipment, supplies, or materials provided herein, the City agrees to pay the Service Provider the following sum NOT-TO-EXCEED the following totals for each property:
 - o 2528 Greenway Dr.: \$11,780
 - o 1036 Hawthorne Dr.: \$5,400
 - o 1124 Parkway Dr.: \$6,750
 - o **Total: \$23,930**
- The Service Provider shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this agreement, based upon services actually completed at the time of the invoice. Final payments shall be due and payable within 30 days of the City's acceptance of the Service Provider's submission of final deliverables in accordance with the Scope of Services.
- In Consideration of said payments, the Service Provider agrees to perform all service, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this agreement in accordance with the standard of care in Section 7 and satisfaction of the City. If the performance of this agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Service Provider agrees to pay for the same in full; and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

4. INSURANCE

- Service Provider understands and agrees that Service Provider shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Service Provider shall provide insurance coverage for and on behalf of Service Provider that will sufficiently protect Service Provider agents, employees, servants, or other personnel, in connection with the services or work which are to be provided by Service Provider pursuant to this agreement, including protection from claims for bodily injury, death, property damage, and lost income. Service Provider shall provide worker's compensation insurance coverage for Service Provider and all Service Provider personnel. Service Provider shall file applicable insurance certificates with the City, and shall also provide evidence of the following coverage.
- The Service Provider shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 each aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall state the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at

least thirty (30) days written notice by registered mail, return receipt requested.

- The Service Provider shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall state the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- The Service Provider shall provide evidence of errors and omissions insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 per claim/annual aggregate for claims arising out of the professional errors and omissions of the Service Provider. The evidence shall state that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Service Provider with reasonable promptness in accordance with the Service Provider's information and belief.

5. NOTICE. Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Bettendorf
Attn: Comm. Dev. Director
Address: 4403 Devils Glen Road

City, State: Bettendorf, IA 52722

FOR THE SERVICE PROVIDER:

Name: Iowa-Illinois Taylor Insulation
Attn: Jamie D'Aprile, President
Address: PO Box 2810

City, State: Davenport, IA 52809

6. GENERAL COMPLIANCE. In the conduct of the services/work or the supplies, equipment, or materials contemplated hereunder, the Service Provider shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Service Provider must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.
7. STANDARD OF CARE. Services provided by the Service Provider under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. **INDEPENDENT CONTRACTOR.** Service Provider understands and agrees that the Service Provider and Service Provider's employees, agents, servants, or other personnel are not City employees. Service Provider shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Service Provider or any of Service Provider's employees, agents, servants, or other personnel performing the services or work or supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither Service Provider nor Service Provider's employees, agents, servants, or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.
9. **NON-DISCRIMINATION.** Service Provider will not discriminate against any employee or applicant for employment, because of race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Service Provider will cooperate with the City in using Service Provider's most reasonable efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this agreement.
10. **HOLD HARMLESS.** Service Provider agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss, to the extent due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom Service Provider is legally liable.
11. **ASSIGNMENT.** Neither party shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the other party.
12. **APPROPRIATION OF FUNDS.** The funds appropriated for this agreement are equal to or exceed the awarded contract amount. Performance of the City's obligations under this Agreement are expressly subject to appropriations of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this agreement, or appropriated funds may not be expended due to City spending limitations, then the City may terminate this Agreement without further compensation to the Service Provider.
13. **AUTHORIZED AMENDMENT TO AGREEMENT**

- The Service Provider and the City agree and acknowledge as part of this agreement, that no amendments to this agreement, or other form or order or directive, may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the agreement to exceed the amount appropriated for this agreement, unless the Service Provider has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made.
- The Service Provider and the City further agree and acknowledge as part of this agreement that no agreement amendments, or other form or order or directive which requires additional compensable work to be performed under this agreement, shall be issued by the City unless funds are available to pay such additional costs, and the Service Provider shall not be entitled to any additional compensation for any additional compensable work performed under this agreement, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing the additional work, the Service Provider was given a written amendment describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which amendment was signed by the authorized City representative. It is the Service Provider's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment to this agreement. If there are any questions by the Service Provider, they should be directed to the City Attorney.

14. OWNERSHIP OF SERVICE PROVIDER DOCUMENTS. All sketches, tracings, plans, specifications, reports, design calculations, and other data prepared under this Agreement shall become the property of the City; and a reproducible set, two printed sets and electronic file of all materials, shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Service Provider. Documents prepared under this agreement are not intended for use other than on the project described in the agreement. The Service Provider shall not be responsible for injuries or damages sustained as a result of reuse.

15. INTERPRETATION. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the agreement. The laws of the State of Iowa shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the norms, conditions, and provisions of the agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for Scott County, Iowa.

16. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT. Service Provider represents that the Service Provider has complied with the United States Immigration and Control Act of 1986. All persons employed by the Service Provider for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

17. SOLICITATION AND PERFORMANCE

- Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that the Service Provider has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- The Service Provider shall not engage the service of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Service Provider, and shall be effective as of the date established in the suspension notice. Payment for Service Provider's services shall be made by the City for services performed to the date established in the suspension notice. Should the city reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Service Provider.
- Upon ten (10) days written notice to the Service Provider, the city may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Service Provider make it impossible or against the City's interest to complete the Agreement. In such case, the Service Provider shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- The City may also terminate this Agreement at any time if it is found that the Service Provider has violated any term or condition of this Agreement or that Service Provider has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Service Provider, the City will give ten (10) days written notice to the Service Provider of the City's intent to terminate the Agreement. Service Provider shall have ten (10) days from notification to remedy the conditions constituting the default.

- In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Service Provider had the Agreement not been terminated and work completed in accordance with contract documents.

19. TAXES. The Service Provider shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Service Provider shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and, therefore, not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS. Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonable request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, no other counterpart needing to be produced, an all of which when taken together shall constitute the same instrument.

24. The City and the Service Provider agree they shall first submit any and all unsettled claims, counterclaims, disputes or other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

SERVICE PROVIDER

CITY OF BETTENDORF

Iowa Illinois Taylor Insulation, Inc.

(Corporate Name)

By: [Signature]

Name: Jamie D'Aprile

Title: President

WITNESS:

Name: [Signature]

Title: Treasurer

By: _____

Mayor

ATTEST:

Name: _____

Title: _____

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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



MEETING DATE: July 6th, 2021

COUNCIL LETTER

REQUESTED BY: Kathleen Richlen

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

Resolution approving Civil Service List submitted for the Firefighter position in the Fire Department.

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

Due to an upcoming retirement, staff requested approval to recruit for a firefighter position. Upon approval, staff recruited for position.

Staff received thirty-eight (38) applicants. Through the review of applications and the Civil Service process, the commissioners created a list of eight (8) applicants.

This Civil Service List will be valid for one (1) year.

The Firefighter position is a full time union position with a salary range of \$57,010.00 to \$82,506.00 annually.

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

The budget contemplates the position and benefit package.

List Attachments:

Resolution
Civil Service List

**RESOLUTION APPROVING CIVIL SERVICE LIST SUBMITTED
FOR THE FIREFIGHTER POSITION IN THE FIRE DEPARTMENT**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on June 23rd, 2021 for the position of Firefighter is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

June 23, 2021

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Firefighter – Bettendorf Fire Department.

1. Matthew Gonzalez
2. Mitchell McFarland
3. Timothy Weller
4. Ryan Killean
5. Kyle Mason
6. Landon Siagle
7. Xavier Scritchfield
8. Craig Malchow

This certified list will expire June 22, 2022

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Maggie Tinsman
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner



MEETING DATE: July 6th, 2021

COUNCIL LETTER

REQUESTED BY: Kathleen Richlen

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

Resolution approving Civil Service List submitted for the Police Officer position in the Police Department.

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

Through the budget process, Council approved three (3) additional police officers to be hired. During the recruitment process, staff received forty-eight (48) applicants. Through the review of applications and Civil Service process, the commissioners created a list of four (4) applicants.

This Civil Service List will be valid for one (1) year.

The Police Officer position is a full time union position with a salary range of \$56,510.00 to 87,425.00 annually.

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

The budget contemplates the position and benefit package.

List Attachments:

Resolution
Civil Service List

**RESOLUTION APPROVING CIVIL SERVICE LIST SUBMITTED
FOR THE POLICE OFFICER POSITION IN THE POLICE DEPARTMENT**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on June 22nd, 2021 for the position of Police Officer is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

June 22, 2021

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following are eligible for the position of Police Officer – Bettendorf Police Department.

1. Landry Blunk
2. Katherine Noyd
3. Donald Mumaw
4. Zachary Pavlich

This certified list will expire June 21, 2022.

Respectfully,

A handwritten signature in blue ink, reading "Ralph W. Heninger".

Ralph W. Heninger
Civil Service Commissioner
Commissioner

A handwritten signature in blue ink, reading "Maggie Tinsman".

Maggie Tinsman
Civil Service

A handwritten signature in blue ink, reading "Jean Z. Dickson".

Jean Z. Dickson
Civil Service Commissioner



MEETING DATE: July 6th, 2021

COUNCIL LETTER

REQUESTED BY: Kathleen Richlen

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

Resolution approving the job description and recruitment process for the Combination Inspector position in the Community Development Department.

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

Due to the increase in housing and commercial development in Bettendorf, staff is requesting the recruitment of a Combination Inspector position for the Community Development Department.

The Combination Inspector position is a Civil Service Union position. The recruitment process will be dictated by both the Employee Handbook and the Civil Service process. The following steps will be followed once the recruitment process is approved:

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

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

The Combination Inspector position is a full time union position with a salary range of \$55,875.54 to \$81,717.70 annually.

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

The additional revenue which is generated by the increased permits will cover the cost of the position in the budget.

List Attachments:

Resolution
Job Description

RESOLUTION - 21

**RESOLUTION APPROVING THE JOB DESCRIPTION AND RECRUITMENT
PROCESS FOR THE COMBINATION INSPECTOR POSITION IN THE
PUBLIC WORKS DEPARTMENT**

WHEREAS, current building activity within the City of Bettendorf requires additional staffing to conduct inspections; and,

WHEREAS, staff reviewed job description and updated according to the needs of the operation; and,

WHEREAS, City Council wishes to approve the job description and recruitment process for the Combination Inspector position in the Community Development Department

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

PASSED, APPROVED and ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn

Job Description

Title: Combination Plumbing/Mechanical & Building Inspector
FLSA: Non-exempt
Pay Grade: 116
Department: Community Development

General Summary:

Under general supervision, performs plumbing, mechanical and building inspections on commercial, industrial, institutional, and residential buildings for compliance with applicable codes.

Reviews plans for conformance to codes. Prepares reports citing code violations on all construction types listed above. Recommends notification of code violations on all construction types listed above. Reviews requests and approves building permits. This position requires a valid driver's license

Primary Responsibilities & Duties:

- Answers the phone, email, & receives customers at the public counter area to answer questions and dispense information.
- Reviews construction drawings to verify that buildings and/or systems comply with applicable codes and ordinances.
- Use permitting software for input, tracking and processing permits.
- Accept and process credit card payments.
- Reviews requests for and approves the issuance of building permits
- Inspects new and existing residential, commercial, industrial, and other building during and after construction to ensure that structural, building, plumbing and mechanical components comply with applicable codes.
- Performs consultations with customers on code interpretations, and recommendations on projects to meet requirements.
- Prepares and submits reports citing code violations to the Building Division Manager or Chief Building Official and recommends issuance of notices for corrections to persons responsible for conformance.
- Establishes and maintains effective working relationships with officials, other agencies, fellow employees, and the general public
- Prioritizes & schedules time effectively with limited supervision.
- Performs other duties as assigned.

Knowledge, Skills & Abilities Required:

Education:

This position requires a level of education normally acquired with the successful completion of high school or an equivalent GED certification with a level of training and knowledge of building codes and ordinances. This position requires the successful completion of the civil service examination and other additional requirements as stated in the Code of Iowa. This position requires the applicant to currently be or have been within in the past three years, a licensed plumber or certified plumbing inspector.

Within two years of hire, the position requires certification as a residential mechanical, plumbing, and building inspector.

Within three years of hire, the position requires certification as a commercial mechanical, plumbing, and building inspector.

Certifications must be maintained throughout employment. Additional inspection certifications are considered a plus.

Experience:

This position requires three to five years of work experience within a municipal inspection or general contractor environment, and responsible for interpreting plans and specifications. Past experience in plan review is preferred.

Other Required Skills:

This position requires a level of interpersonal skills necessary to communicate with city employees, co-workers, local residents, contractors, architects, and engineers. This position requires the ability to detect general structural and other faults in construction projects and recommend of corrective actions. The employee must have the ability to identify violations of building, mechanical, and plumbing codes.

Working Conditions:

Work is performed both indoors in an office environment & outdoors. Workers will be exposed to various weather conditions ranging from mild to severe and normal construction site hazards. The employee must be capable and comfortable traversing construction sites and have the ability to walk on uneven terrain, climb stairs, climb ladders and crouch.

Reporting Relationships:

- Reports to: Community Development Director / Buildings Division Manager
- Supervises: Job is not responsible for the supervision of others

July, 2021



MEETING DATE: July 6th, 2021

COUNCIL LETTER

REQUESTED BY: Kathleen Richlen

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

Resolution approving the recruitment process for the Sanitation Worker position for the Public Works Department.

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

Currently, there is no active Sanitation List for the Public Works Department. Due to potential retirements, movement could occur within the Public Works Operations Division. Therefore, staff would like to recruit for the Sanitation Worker position and create an active list.

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

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

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

The Sanitation Worker position is a full time union position with a salary range of \$43,725.92 to \$63,951.09 annually.

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

The budget contemplates the position and benefit package.

List Attachments:

Resolution

**RESOLUTION APPROVING THE RECRUITMENT PROCESS FOR THE
SANITATION WORKER POSITION FOR THE PUBLIC WORKS
DEPARTMENT**

WHEREAS, current Sanitation Worker Civil Service List became exhausted; and,

WHEREAS, staff would like to begin recruitment process to create an active Sanitation
Worker Civil Service list; and,

WHEREAS, City Council wishes to approve the recruitment process for the Sanitation
Worker position in the Public Works Department

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf,
Iowa that the Sanitation Worker recruitment process is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of July, 2021.

Mayor Robert S. Gallagher

Attest:

City Clerk Decker P. Ploehn



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Keith Kimball

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

Resolution authorizing the Mayor to accept \$29,480 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation.

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

The Scott County Sheriff's office notified our department on June 21, 2021 that we are eligible to receive \$29,480 from the Edward Byrne Justice Assistance Grant (JAG), which supports the officer assigned to the Scott County Drug Task Force/Special Operation Unit.

It is my intent to allocate these funds to pay salary, benefits, and limited overtime for that officer.

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

No match is required from the City.

List Attachments

Resolution

Resolution Authorizing the Mayor to Accept \$29,480 from the Edward Byrne
Memorial Justice Assistance Grant (JAG) Program
FY 2021 Local Solicitation

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Mayor is authorized to accept \$29,480 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation, which supports the officer assigned to the Scott County Drug Task Force/Special Operation Unit. This award will reimburse the City monies allocated to salary, benefits, and limited overtime for that officer.

PASSED, APPROVED, and ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: July 6, 2021

REQUESTED BY: Keith Kimball

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

Resolution approving an extended outdoor service area and outdoor event at Oscar's Pub, 5027 Competition Drive, on Saturday, July 17, 2021.

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

Oscar's Pub will be hosting an outdoor event on Saturday, July 17, 2021, from 5p-10p. The outdoor area will have a tent and barricades to block off the area. A portion of the parking lot will be used which has been cleared through the property owner. There will be live music at this event.

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

There will be no cost to the City for this event.

List Attachments

Resolution

RESOLUTION NO. - 21

**RESOLUTION APPROVING AN EXTENDED OUTDOOR SERVICE AREA
AND OUTDOOR EVENT AT OSCAR'S PUB, 5027 COMPETITION DRIVE
ON SATURDAY, JULY 17, 2021**

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that approval is granted for an extended outdoor service area and outdoor event at Oscar's Pub, 5027 Competition Drive, on Saturday, July 17, 2021.

PASSED, APPROVED, and ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: July 6, 2021
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 AN ANNUAL MOBILE FOOD UNIT LICENSE FOR IZZY'S PLACE

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

The Licensing of these mobile food units 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 City of Bettendorf's Municipal Code, Ordinance 09-18, adopted May 1, 2018.

ATTACHMENTS:

- Resolution

RESOLUTION _____ - 21

**RESOLUTION APPROVING ANNUAL MOBILE FOOD UNIT
LICENSE FOR IZZY'S PLACE**

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Bettendorf Municipal Code, Ordinance 09-18 that was adopted on May 1, 2018, the aforementioned application(s) are hereby approved.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: July 6, 2021
REQUESTED BY: Michelle Spencer

VISION:

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

ITEM TITLE: RESOLUTION APPROVING LIQUOR LICENSE RENEWALS AND REQUESTS

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

The Licensing of businesses contribute to the mission of a growing, competitive business environment. The applicants for Treehouse Pub & Eatery; Old Chicago; Tobacco Outlet Plus; and Oscar's Pub, have 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 applicants are in compliance with federal, state, and local requirements.

ATTACHMENTS:

- **Resolution**

RESOLUTION APPROVING LIQUOR LICENSE RENEWALS AND REQUESTS

WHEREAS, the City Council of the City of Bettendorf, Iowa has received application for the following liquor license renewals and/or requests:

Renewals for Treehouse Pub & Eatery; Old Chicago; and Tobacco Outlet Plus; and an Extended Outdoor Service Area for Oscar's Pub.

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the 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 said applications.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

City of Bettendorf
Accounts Payable Listing
July 6, 2021 **Council Meeting**

Date: 7/2/2021

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
001-0000-201.28-00		112440	ADVANCE HOMES, INC.	7/7/2021	2005-0769-NEW	1,080.00	RETURN BOND MONEY SW DONE 4355 ISLEWORTH AVE
001-0000-201.28-00		112555	SILVERTHORNE DEVELOPMENT	7/7/2021	2009-0710-NEW	3,060.00	REFUND BOND MONEY SW 6951 GROVE CROSSING C
001-0000-201.28-00		112555	SILVERTHORNE DEVELOPMENT	7/7/2021	2010-0200-NEW	1,522.80	REFUND BOND MONEY SWAP 5372 ADDYSON DR
001-0000-394.18-00		112409	USA ENTERTAINMENT AGENCY	6/30/2021	063021	1,350.00	DUELING PIANO BALANCE DUE FOR JULY 3 CELEBRATIO
001-0000-395.17-00		112550	SCOTT COUNTY RECORDER	7/7/2021	2020-00033031	14.00	RECORDING FEES
Total for Fund			001	GENERAL FUND		7,026.80	
			Department	N/A			
206-0000-113.10-00		112378	MID AMERICAN ENERGY	6/16/2021	4043138016MY21M	13.93	199 22ND ST LIGHTING CAB
Total for Fund			206	ROAD USE FUND		13.93	
			Department	N/A			
520-0000-113.00-00		112401	MISCELLANEOUS	6/23/2021	1895 TAMOSHANTE	92.05	FINAL BILL CREDIT 0200637800
520-0000-113.00-00		112402	MISCELLANEOUS	6/23/2021	3050 MIDDLE DR	78.60	CREDIT ON FINAL ACCOUNT 0350077004
520-0000-221.99-00		112458	CITY OF DAVENPORT	7/7/2021	1327733	64,311.00	FY21 SEWAGE TRATMENT PLANT DEBT SERVICE
Total for Fund			520	SEWER UTILITY		64,481.65	
			Department	N/A			
585-0000-359.23-00		112542	RIVER BEND TRANSIT	7/7/2021	053121C	-73.00	FARES COLLECTED MAY 2021
585-0000-359.24-00		112542	RIVER BEND TRANSIT	7/7/2021	053121A	-853.75	REVENUES COLLECTED MAY 2021
Total for Fund			585	TRANSIT		-926.75	
			Department	N/A			
810-0000-205.15-00		112387	AMERICAN FUNDS SERVICE COMPAN	6/18/2021	20210618	50.00	PAYROLL SUMMARY
810-0000-205.15-00		112396	LEGALSHIELD	6/18/2021	20210618	112.16	PAYROLL SUMMARY
810-0000-205.15-00		112400	WASHINGTON NATIONAL LIFE INSUR	6/18/2021	20210618	35.05	PAYROLL SUMMARY
810-0000-205.15-00		112423	AMERICAN FUNDS SERVICE COMPAN	7/1/2021	20210702	50.00	PAYROLL SUMMARY
810-0000-205.15-00		112432	LEGALSHIELD	7/1/2021	20210702	112.16	PAYROLL SUMMARY
810-0000-205.15-00		112436	WASHINGTON NATIONAL LIFE INSUR	7/1/2021	20210702	35.05	PAYROLL SUMMARY
810-0000-205.20-00		112395	CREATING HEALTHIER COMMUNITIE	6/18/2021	20210618	9.00	PAYROLL SUMMARY
810-0000-205.20-00		112431	CREATING HEALTHIER COMMUNITIE	7/1/2021	20210702	62.00	PAYROLL SUMMARY
810-0000-205.21-00		112391	CITY OF BETTENDORF	6/18/2021	20210618	12,797.50	PAYROLL SUMMARY
810-0000-205.21-00		112427	CITY OF BETTENDORF	7/1/2021	20210702	15,141.10	PAYROLL SUMMARY

City of Bettendorf
Accounts Payable Listing
July 6, 2021 **Council Meeting**

Date: 7/2/2021

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
810-0000-205.22-00		112391	CITY OF BETTENDORF	6/18/2021	20210618	195.00	PAYROLL SUMMARY
810-0000-205.22-00		112427	CITY OF BETTENDORF	7/1/2021	20210702	195.00	PAYROLL SUMMARY
810-0000-205.23-00		112388	ANCHOR NATIONAL LIFE INSURANCE	6/18/2021	20210618	206.13	PAYROLL SUMMARY
810-0000-205.23-00		112392	CITY OF BETTENDORF/125 PLAN	6/18/2021	20210618	4,409.01	PAYROLL SUMMARY
810-0000-205.23-00		112393	CITY OF BETTENDORF/125 PLAN	6/18/2021	20210618	2,223.97	PAYROLL SUMMARY
810-0000-205.23-00		112394	CITY OF BETTENDORF/125 PLAN	6/18/2021	20210618	1,680.94	PAYROLL SUMMARY
810-0000-205.23-00		112397	LINCOLN LIFE	6/18/2021	20210618	1,347.86	PAYROLL SUMMARY
810-0000-205.23-00		112398	OHIO NATIONAL LIFE INSURANCE CO	6/18/2021	20210618	821.59	PAYROLL SUMMARY
810-0000-205.23-00		112399	PACIFIC LIFE INSURANCE COMPANY	6/18/2021	20210618	521.76	PAYROLL SUMMARY
810-0000-205.23-00		112424	ANCHOR NATIONAL LIFE INSURANCE	7/1/2021	20210702	206.59	PAYROLL SUMMARY
810-0000-205.23-00		112428	CITY OF BETTENDORF/125 PLAN	7/1/2021	20210702	5,935.92	PAYROLL SUMMARY
810-0000-205.23-00		112429	CITY OF BETTENDORF/125 PLAN	7/1/2021	20210702	2,139.92	PAYROLL SUMMARY
810-0000-205.23-00		112430	CITY OF BETTENDORF/125 PLAN	7/1/2021	20210702	1,336.37	PAYROLL SUMMARY
810-0000-205.23-00		112433	LINCOLN LIFE	7/1/2021	20210702	1,339.51	PAYROLL SUMMARY
810-0000-205.23-00		112434	OHIO NATIONAL LIFE INSURANCE CO	7/1/2021	20210702	821.59	PAYROLL SUMMARY
810-0000-205.23-00		112435	PACIFIC LIFE INSURANCE COMPANY	7/1/2021	20210702	493.95	PAYROLL SUMMARY
810-0000-205.28-00		112399	PACIFIC LIFE INSURANCE COMPANY	6/18/2021	20210618	161.62	PAYROLL SUMMARY
810-0000-205.28-00		112435	PACIFIC LIFE INSURANCE COMPANY	7/1/2021	20210702	161.62	PAYROLL SUMMARY
810-0000-205.99-00		112389	BETTENDORF POLICE BENEVOLENT	6/18/2021	20210618	100.00	PAYROLL SUMMARY
810-0000-205.99-00		112390	CITY OF BETTENDORF	6/18/2021	20210618	202.74	PAYROLL SUMMARY
810-0000-205.99-00		112425	BETTENDORF POLICE BENEVOLENT	7/1/2021	20210702	100.00	PAYROLL SUMMARY
810-0000-205.99-00		112426	CITY OF BETTENDORF	7/1/2021	20210702	202.74	PAYROLL SUMMARY
Total for Fund			810	LIABILITY CLEARING ACCT. 53,207.85			
Department			N/A				
Total for Department			123,803.48				
001-0101-460.22-13		112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45260	740.62	REPAIR FOUNTAIN PUMPS AT CITY HALL
001-0101-460.22-13		112478	GRABER, EDMUND C.	7/7/2021	062821	1,832.00	CONSULTING FEES FOR JUNE 1 - 30, 2021
001-0101-460.22-13		112493	IOWA LEAGUE OF CITIES	7/7/2021	091285	11,028.00	MEMBER DUES JULY 1, 2021 - JUNE 30, 2022
001-0101-460.22-13		112515	MISSISSIPPI RIVER CITIES & TOWNS	7/7/2021	34	3,000.00	MEMBER DUES 2021
001-0101-460.23-40		112496	JON WADDELL GOLF SHOP LLC	7/7/2021	210626	3,924.00	4TH OF JULY SHIRTS FOR COUNCIL, DEPT. HEADS, ETC
001-0101-460.23-40		112496	JON WADDELL GOLF SHOP LLC	7/7/2021	21617	576.00	SPECIAL EVENT SUPPLIES
001-0101-460.23-40		112504	LOGO PRO, LLC	7/7/2021	16555	672.58	ADJUSTABLE RING LIGHTS

City of Bettendorf
Accounts Payable Listing
July 6, 2021 **Council Meeting**

Date: 7/2/2021

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			001	GENERAL FUND		21,773.20	
Department			Mayor & Council				
684-0105-494.22-08		112488	IMWCA	7/7/2021	INV79320	136,694.00	DEPOSIT-WORK COMP PREMIUM 21-22
684-0105-494.22-08		112546	RUHL & RUHL INSURANCE	7/7/2021	2303028	1,007.00	RENEWAL BUS PREM CRIME POLICY 7/1/2021-7/1/2022
684-0105-494.22-08		112553	SELECTIVE INSURANCE	7/7/2021	070121A	4,228.00	2021 STATE ST RENEWAL (FLOOD POLICY)
684-0105-494.22-08		112553	SELECTIVE INSURANCE	7/7/2021	070121B	4,228.00	1609 STATE ST RENEWAL (FLOOD POLICY)
684-0105-494.22-68		112492	IOWA COMMUNITIES ASSURANCE PC	7/7/2021	ICP056257A1&A2	10,000.00	JULIE SCHUETT CLAIM
Total for Fund			684	RISK MANAGEMENT		156,157.00	
Department			Mayor & Council				
Total for Department			177,930.20				
001-0202-461.22-52		112528	PETTY CASH-CITY HALL	7/7/2021	06222YM	-0.10	PETTY CASH OVER
001-0202-461.22-90		112545	ROCHESTER ARMORED CAR CO., INC	7/7/2021	713152	937.60	COURIER - MAY
001-0202-461.23-06		112525	OFFICE EXPRESS OFFICE PRODUCT	7/7/2021	172365-0	37.34	PAPER, STAPLER, WRIST RES T
001-0202-461.23-07		112456	CINTAS FIRST AID & SAFETY #D89	7/7/2021	8405170871	41.81	FIRST AID SUPPLIES CITY HALL
001-0202-461.23-07		112460	CULLIGAN OF DAVENPORT	7/7/2021	04065869	10.80	CITY HALL WATER
001-0202-461.23-07		112460	CULLIGAN OF DAVENPORT	7/7/2021	0465565	10.80	CITY HALL WATER
001-0202-461.23-07		112460	CULLIGAN OF DAVENPORT	7/7/2021	0466221	3.80	CITY HALL WATER
Total for Fund			001	GENERAL FUND		1,042.05	
Department			Finance				
402-0243-480.70-74		112459	CONFERENCE TECHNOLOGIES, INC	7/7/2021	ST211100090	267.00	WORK ON PODIUM MIC ISSUES
Total for Fund			402	ELEC.EQUIP.REPLACEMENT FD		267.00	
Department			Finance				
520-0204-490.22-04		112446	AMERICAN WATER- SEWER USAGE D	7/7/2021	4000214803	1,189.28	USAGE DATA FOR MAY 2021
520-0204-490.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230148	137.78	03 BILLS 04/30
520-0204-490.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230401	38.47	04 BILLS 05/14
520-0204-490.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230402	227.47	02 LATE NOTICES
520-0204-490.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230404	32.44	ACH LETTER
520-0204-498.80-02		112458	CITY OF DAVENPORT	7/7/2021	1327733A	24,162.00	FY21 SEWAGE TRATMENT PLANT DEBT SERVICE

City of Bettendorf
Accounts Payable Listing
July 6, 2021 **Council Meeting**

Date: 7/2/2021

Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			520	SEWER UTILITY		25,787.44	
Department			Finance				
580-0219-493.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230148B	137.78	03 BILLS 04/30
580-0219-493.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230401B	38.48	04 BILLS 05/14
580-0219-493.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230402B	227.48	02 LATE NOTICES
580-0219-493.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230404B	32.44	ACH LETTER
Total for Fund			580	STORM WATER UTILITY		436.18	
Department			Finance				
Total for Department						27,532.67	
001-0301-410.13-03		112528	PETTY CASH-CITY HALL	7/7/2021	21-017	11.85	LUNCH TRIP MOBILE TEAM TRAINING
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-012	60.00	MONTHLY CHIEFS MEETING
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-013	20.00	MONTHLY CHIEFS MEETING
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-015	20.00	MONTHLY CHIEFS MEETING - PAUL
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-016	20.00	MONTHLY CHIEFS MEETING - KIMBALL
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-018	40.00	MONTHLY CHIEFS MEETING
001-0301-410.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-019	60.00	MONTHLY CHIEFS MEETING
001-0310-410.13-03		112537	RAY O'HERRON CO.INC.	7/7/2021	2122546-IN	97.92	PEPPER SPRAY
001-0311-410.12-09		112537	RAY O'HERRON CO.INC.	7/7/2021	2120336-IN	753.42	ASP HOLDERS, BATONS
001-0311-410.12-09		112571	UNIFORM DEN, INC.	7/7/2021	106760	55.50	DUTY SHORTS/WILDEN
001-0311-410.13-01		112552	SECRETARY OF STATE	7/7/2021	062121	30.00	NOTARY/M POIRIER
001-0311-410.22-02		112536	QUAD CITY TIMES	7/7/2021	94098	34.63	ABANDONED VEH AD
001-0315-410.22-99		112534	PUSH PEDAL, PULL INC.	7/7/2021	311388	250.00	PM FITNESS EQUIPMENT
001-0315-410.22-99		112551	SCOTT COUNTY SHERIFF'S OFFICE	7/7/2021	2021-138	1,050.00	BOOKING FEES (MAY)
001-0315-410.23-06		112525	OFFICE EXPRESS OFFICE PRODUCT	7/7/2021	171479-0	14.24	OFFICE SUPPLIES
Total for Fund			001	GENERAL FUND		2,517.56	
Department			Police				
274-0345-410.23-07		112449	BETHANY ENT. INC. / QC MART	7/7/2021	1010746	25.01	FUEL/ASSIST VOUCHER

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Total for Fund			274	CHAPLAINS PETTY CASH		25.01	
Department			Police				
Total for Department			2,542.57				
001-0401-414.22-13		112505	MABAS DIVISION 43	7/7/2021	21-001	2,000.00	MABAS DUES
001-0401-414.22-13		112561	THE HARTFORD INC	7/7/2021	060121	2,095.51	RENEWAL/VOL FF INS POLICY
001-0411-414.12-09		112444	ALL SPORTS SCREEN PRINTING	7/7/2021	6595	1,795.00	DUTY SHIRTS
001-0411-414.12-09		112527	PANTHER UNIFORMS INC.	7/7/2021	61384	115.98	DUTY SHORTS/LAWSON, BARNHOUSE
001-0411-414.12-09		112527	PANTHER UNIFORMS INC.	7/7/2021	61389	57.99	DUTY SHORTS/MCGRATH
001-0411-414.12-09		112548	SANDRY FIRE SUPPLY	7/7/2021	INV016761	8,441.96	GLOBE PANT AND COAT
001-0411-414.12-09		112576	WITMER PUBLIC SAFETY GROUP, INC	7/7/2021	E2082318	173.97	DUTY PANTS
001-0411-414.12-09		112576	WITMER PUBLIC SAFETY GROUP, INC	7/7/2021	E2085950	51.98	DUTY BOOTS AND SHORTS
001-0411-414.13-03		112473	FIRE SERVICE TRAINING BUREAU	7/7/2021	211890	50.00	FIRE OFFICER I CERT PEITSCHER
001-0411-414.13-03		112528	PETTY CASH-CITY HALL	7/7/2021	21-014	100.00	LUNCHS SAID BOAT QS
001-0411-414.21-04		112443	ALEXIS FIRE EQUIPMENT COMPANY	7/7/2021	0070696-IN	94.18	RADIATOR HOSE/E1
001-0411-414.21-06		112451	BREATHING AIR SYSTEMS	7/7/2021	INV-IL41	59.15	HOSE AND FITTINGS
001-0411-414.21-06		112548	SANDRY FIRE SUPPLY	7/7/2021	INV-016273	203.60	SCBA BRACKETS
001-0411-414.23-04		112483	HEIMAN FIRE EQUIPMENT, INC.	7/7/2021	0899618-IN	14,997.00	THERMAL IMAGE CAMERAS
001-0412-414.21-06		112450	BETTENDORF OFFICE PRODUCTS,IN	7/7/2021	0464764-001	60.00	ID PLATES
001-0412-414.23-07		112377	CROW RIDGE PLAZA PARTNERS, LLC	6/16/2021	06012021	534.03	EMERGENCY KEY BOX
001-0413-414.23-06		112450	BETTENDORF OFFICE PRODUCTS,IN	7/7/2021	0464840-001	579.00	EMS FORMS
001-0413-414.23-10		112475	GENESIS MEDICAL CENTER	7/7/2021	I2 11478	15.09	PHARMACY
001-0413-414.23-10		112508	MEDIC EMERGENCY MEDICAL SERV.	7/7/2021	8945	330.00	MEDICAL SUPPLIES
001-0415-414.21-01		112541	REPUBLIC COMPANIES	7/7/2021	6102534-00	56.66	DISCONNECT/EXTRACTOR
001-0415-414.21-06		112404	WINSLOW, DEREK	6/23/2021	0178	200.00	REIMBURSEMENT FOR SKEG REPLACEMENT
001-0415-414.21-06		112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7093009-00	150.00	GENERATOR PM/ST3
001-0415-414.21-06		112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7093014-00	150.00	GENERATOR PM/ST2
001-0415-414.21-06		112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7093018-00	160.00	GENERATOR PM/ST4
001-0415-414.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0520000014MAY21	821.31	5002 CROW CREEK RD FIRE STATION
001-0415-414.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1809077019MAY21	458.36	1933 SPRUCE HILLS FIRE STATION
001-0415-414.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2768069013MAY21	152.77	24495 VALLEY DR PLES VAL FIRE DEPT
001-0415-414.21-11		112491	IOWA AMERICAN WATER COMPANY	7/7/2021	061239JUN21	27.20	HYDRANT/ST2
001-0415-414.21-11		112491	IOWA AMERICAN WATER COMPANY	7/7/2021	062188JUN21	61.70	HYDRANT/ST4
001-0415-414.21-11		112491	IOWA AMERICAN WATER COMPANY	7/7/2021	334067JUN21	144.39	WATER USAGE/ST2

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001-0415-414.22-99		112565	THYMET PEST CONTROL	7/7/2021	121943	58.00	MONTHLY SERVICE/ST2
001-0415-414.22-99		112573	VALLEY OUTDOOR LLC	7/7/2021	7242	597.57	LAWN CARE/ST2,ST3,ST4
001-0415-414.23-07		112494	ISLE OF CAPRI BETTENDORF, L.C.	7/7/2021	15652	177.02	FUEL/MARINE 1
001-0415-414.23-07		112494	ISLE OF CAPRI BETTENDORF, L.C.	7/7/2021	16229	135.79	FUEL/MARINE 1
001-0415-414.23-07		112533	PS3 ENTERPRISES, INC	7/7/2021	121583	100.00	UNIT RENTAL/TC
001-0415-414.23-07		112554	SHERWIN WILLIAMS CO.	7/7/2021	4493-8	141.52	PAINT SUPPLIES/ST4
001-0415-414.23-07		112554	SHERWIN WILLIAMS CO.	7/7/2021	5004-1	29.89	PAINT SUPPLIES/ST4
001-0415-480.70-74		112454	CENTURY LAUNDRY DISTRIBUTING	7/7/2021	2-02294	6,767.00	WASHER/EXTRACTOR SURREY HEIGHTS FIRE STATION
Total for Fund			001	GENERAL FUND		42,143.62	
Department			Fire				
Total for Department						42,143.62	
001-0525-464.21-01	2100CH	112468	ECONOMY ROOFING	7/7/2021	10866	235.00	CITY HALL, ROOF REPAIR
001-0525-464.21-01	2100CH	112518	MULGREW OIL & PROPANE	7/7/2021	980591	299.63	CITY HALL, GENERATOR FUEL
001-0525-464.21-01	2100CH	112521	NIGHTWATCH SECURITY SERVICES,	7/7/2021	47145	65.00	CITY HALL, LOCK REPAIR
001-0525-464.21-01	2100CH	112524	NORTHWEST MECHANICAL, INC.	7/7/2021	18503	21,230.00	POLICE RTV REPLACED
001-0525-464.21-01	2100CH	112567	TRANE	7/7/2021	311739866	470.00	CITY HALL PD, COOLING REPAIR
001-0525-464.21-01	2100LB	112468	ECONOMY ROOFING	7/7/2021	10865	206.00	LIBRARY, ROOF REPAIR
001-0525-464.21-01	2100MC	112439	ADEL WHOLESALERS, INC.	7/7/2021	2050728	260.58	MAINT CTR, PLUMBING
001-0525-464.21-01	2100MC	112439	ADEL WHOLESALERS, INC.	7/7/2021	2050875	1.80	MAINT CTR, SERVICE CHARGE
001-0525-464.21-01	2100MC	112495	JOHNSON H2O EQUIPMENT, INC.	7/7/2021	78679	156.96	MAINT CTR, RO FILTERS RE- PLACED
001-0525-464.21-01	2100MC	112518	MULGREW OIL & PROPANE	7/7/2021	980593	892.87	MAINT CTR, GENERATOR FUEL
001-0525-464.21-01	2100MC	112538	RAYNOR DOOR CO., INC. OF THE QC	7/7/2021	128204	70.00	MAINT CTR, N1 DOOR REPAIR ED
001-0525-464.21-01	2100MC	112538	RAYNOR DOOR CO., INC. OF THE QC	7/7/2021	128221	245.00	MAINT CTR, N2 DOOR REPAIR
001-0525-464.21-01	2100MC	112567	TRANE	7/7/2021	311741809	188.00	MAINT CTR, HVAC REPAIR ON RTU
001-0525-464.21-08	2100CH	112378	MID AMERICAN ENERGY	6/16/2021	1410077011MAY21	4,193.95	1609 STATE ST UTILITIES
001-0525-464.21-08	2100LB	112378	MID AMERICAN ENERGY	6/16/2021	1873064001MAY21	46.43	2850 18TH - FAYE'S FIELD
001-0525-464.21-08	2100LB	112378	MID AMERICAN ENERGY	6/16/2021	5563075014MAY21	7,078.23	2950 LEARNING CAMPUS DR UTILITIES
001-0525-464.21-08	2100MC	112378	MID AMERICAN ENERGY	6/16/2021	1151140012MAY21	15.95	4403 DEVILS GLEN RD UTILITIES
001-0525-464.21-08	2100MC	112378	MID AMERICAN ENERGY	6/16/2021	2607077010MAY21	4,244.19	4403 DEVILS GLEN RD UTILITIES
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	0066118026MAY21	21.71	6160 FOREST GROVE SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	0227015128MAY21	10.23	2235 18TH ST SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	0294104008MAY21	16.43	3800 HOPEWELL AV SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	0458134029MAY21	10.00	6405 CROW CREEK SPEED SIGN

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001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	0874092000MAY21	12.11	580 BELMONT RD SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	1109158001MAY21	10.17	6163 CROW CREEK SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	1620077016MAY21	282.15	935 21ST ST TOWER
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	2340117004MAY21	19.93	3311 CENTRAL AV SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	2481112030MAY21	10.00	1730 18TH ST SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	2649077012MAY21	19.93	710 14TH ST SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	3556024003MAY21	13.17	1423 HILLSIDE SIREN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	4567141006MAY21	10.00	3025 CENTRAL AVE SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	4839074038MAY21	187.96	125 13TH ST GAS/ELEC
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	4860074047MAY21	18.12	125 13TH ST STE 2
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	5177129000MAY21	10.00	1640 MISSISSIPPI BV SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	5232147028MAY21	10.51	5860 MIDDLE RD, AERATORS
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	6555102004MAY21	10.17	1417 18TH ST SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	6919127003MAY21	10.23	2518 18TH ST SPEED SIGN
001-0525-464.21-08	2100OT	112378	MID AMERICAN ENERGY	6/16/2021	9324072027MAY21	41.79	1738 GRANT ST
001-0525-464.22-99	2100CC	112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7092997-00	150.00	COM CTR, GENERATOR PM
001-0525-464.22-99	2100CH	112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7092994-00	594.70	CITY HALL, GENERATOR PM
001-0525-464.22-99	2100CH	112526	ORKIN EXTERMINATING COMPANY	7/7/2021	211900379	82.00	CITY HALL, PEST CONTROL
001-0525-464.22-99	2100CH	112526	ORKIN EXTERMINATING COMPANY	7/7/2021	213145714	82.00	CITY HALL, PEST CONTROL
001-0525-464.22-99	2100LB	112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7092999-00	425.00	LIBRARY, GENERATOR PM
001-0525-464.22-99	2100MC	112441	ADVANCED WILDLIFE CONTROL COM	7/7/2021	053121A	265.00	MAINT CTR, RODENT CONTROL
001-0525-464.22-99	2100MC	112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7093008-00	226.86	MAINT CTR, GENERATOR PM
001-0526-464.22-99	2101LB	112457	CINTAS LOC 23M	7/7/2021	4085995244	103.17	LIBRARY, MATS
001-0526-464.22-99	2101MC	112457	CINTAS LOC 23M	7/7/2021	4085702207	76.99	MAINT CTR, MATS
001-0526-464.22-99	2101MC	112457	CINTAS LOC 23M	7/7/2021	4086943423	76.99	MAINT CTR, MATS
001-0526-464.23-07	2101LB	112562	THE HOME DEPOT PRO	7/7/2021	621984731	217.07	LIBRARY, TOWELS
001-0526-464.23-07	2101LB	112562	THE HOME DEPOT PRO	7/7/2021	622269967	12.74	LIBRARY, PAINT ROLLER
001-0526-464.23-07	2101MC	112577	1ST AYD CORPORATION	7/7/2021	PSI457056	113.99	MAINT CTR, GLASS CLEANER
001-0572-442.22-99		112438	ACE PEST MANAGEMENT, INC.	7/7/2021	20715	60.00	PEST CONTROL - PARKS
001-0572-442.22-99		112438	ACE PEST MANAGEMENT, INC.	7/7/2021	20716	60.00	PEST CONTROL
001-0572-442.22-99		112442	ADVANTAGE TREE SERVICE	7/7/2021	25944	2,931.50	HOOVER TREE REMOVAL(2)
001-0572-442.22-99		112457	CINTAS LOC 23M	7/7/2021	4087603184	49.31	SHOP TOWELS, MATS
001-0572-442.22-99		112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45270	1,092.00	DEK HOCKEY SCOREBOARD
001-0572-442.22-99		112486	HOMETOWN PLG & HTG CO INC	7/7/2021	66355	946.00	PUMP REPAIR
001-0572-442.22-99		112513	MILLENNIUM WASTE, INC.	7/7/2021	3158233	492.74	DUMPSTER SERVICE
001-0572-442.22-99		112513	MILLENNIUM WASTE, INC.	7/7/2021	3158270	492.74	DUMPSTER SERVICE

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001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121586	179.00	CCP - DOG PARK
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121587	67.00	LOWERY FIELD
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121588	179.00	CCP - SOCCER COMPLEX
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121589	112.00	MP - CENTENNIAL GARDEN
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121591	67.00	CCP - DIAMOND 1
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121592	67.00	VETERANS PARK
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121593	179.00	MP - PLAYGROUND
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121594	112.00	LINCOLN PARK
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121595	67.00	RIVERDALE HEIGHTS
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121597	51.14	729 21ST ST-SOCCER FIELDS
001-0572-442.22-99		112533	PS3 ENTERPRISES, INC	7/7/2021	121598	67.00	HOPEWELL ELEMENTARY
001-0572-442.22-99		112541	REPUBLIC COMPANIES	7/7/2021	6098998-00	2,343.73	DEK HOCKEY LIGHTS
001-0572-442.22-99		112541	REPUBLIC COMPANIES	7/7/2021	6099963-00	1,744.97	DEK HOCKEY MATERIALS FOR METER
001-0572-442.22-99		112547	S J SMITH CO. INC.	7/7/2021	599117	65.10	GAS, OXYGEN
001-0572-442.23-07		112439	ADEL WHOLESALERS, INC.	7/7/2021	2050529	113.00	FILTER
001-0572-442.23-07		112439	ADEL WHOLESALERS, INC.	7/7/2021	2051698	141.40	REG W/HOLDER & BRASS NUT
001-0572-442.23-07		112516	MISSISSIPPI VALLEY MONUMENTS LL	7/7/2021	73	135.63	MONUMENT-ERPS FOR DEBRUYN
001-0572-442.23-10		112456	CINTAS FIRST AID & SAFETY #D89	7/7/2021	8405170874	42.51	FIRST AID KIT
001-0572-442.23-23		112484	HEMPEL PIPE & SUPPLY, INC.	7/7/2021	459263	10.38	PIPE REPAIR
001-0572-442.23-23		112486	HOMETOWN PLG & HTG CO INC	7/7/2021	66246	339.39	CAPACITOR REPAIR
001-0572-442.23-23		112531	PPG ARCHITECTURAL FINISHES	7/7/2021	945202073891	89.82	FIELD PAINT
001-0572-442.23-23		112531	PPG ARCHITECTURAL FINISHES	7/7/2021	945202074111	44.91	FIELD PAINT
001-0572-442.23-25		112461	D & K PRODUCTS	7/7/2021	0525722-IN	122.29	SEED & FERTILIZER
Total for Fund			001	GENERAL FUND		55,515.27	
Department			Public Works				
206-0501-429.13-04		112376	ARNOLD, MICHAEL	6/16/2021	06012021	206.64	MILEAGE REIMBURSEMENT
206-0501-429.13-04		112528	PETTY CASH-CITY HALL	7/7/2021	21-020	3.48	BREAKFAST TRAINING REIMB
206-0501-429.23-06		112456	CINTAS FIRST AID & SAFETY #D89	7/7/2021	8405170872	30.99	FIRST AID SUPPLIES
206-0501-429.23-06		112460	CULLIGAN OF DAVENPORT	7/7/2021	0465726	31.20	WATER - ANNEX
206-0501-429.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5538585	164.68	OFFICE SUPPLIES
206-0511-420.23-07		112503	LOGAN CONTRACTORS SUPPLY, INC	7/7/2021	Q55799	562.16	STAKE, LEVEL, RUB BRICK
206-0511-420.23-07		112503	LOGAN CONTRACTORS SUPPLY, INC	7/7/2021	Q61457	203.18	CAUTION TAPE, WHITE WATER WAX, BOOTS
206-0511-420.23-07		112503	LOGAN CONTRACTORS SUPPLY, INC	7/7/2021	Q61811	77.01	EAR PLUGS, BOX LEVEL
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5023134	283.05	2630 HUNTER RD

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206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5023361	845.25	4157 CHARLES CT
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5023933	314.50	CONCRETE - 2630 HUNTER RD
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5024047	283.05	CONCRETE - 4405 APPLE VALLEY DR
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5024048	301.88	CONCRETE - 404 27TH
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5024051	125.75	CONCRETE - KILT CT & CHARLES CT
206-0511-420.23-07		112507	MANATT'S INC.	7/7/2021	5025434	1,479.19	1219 19TH STREET
206-0511-420.23-07		112533	PS3 ENTERPRISES, INC	7/7/2021	121596	67.00	PORTA POTTY RENTAL-MAINT CTR
206-0511-420.23-07		112544	RIVERSTONE GROUP INC.	7/7/2021	1049020	191.02	ROCK
206-0511-420.23-07		112557	STETSON BUILDING PRODUCTS INC.	7/7/2021	14731120-00	1,224.00	ASPHALT REPAIR
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37012	190.93	SURFACE RAM
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37027	64.66	SURFACE RAM
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37034	61.00	HOT MIX
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37043	61.00	HOT MIX
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37063	62.83	HOT MIX
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37074	66.49	HOT MIX
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37094	65.27	HOT MIX
206-0511-420.23-07		112568	TRI CITY BLACKTOP, INC.	7/7/2021	37141	71.37	HOT MIX
206-0511-420.23-10		112456	CINTAS FIRST AID & SAFETY #D89	7/7/2021	8405170875	31.43	FIRST AID SUPPLIES
206-0514-423.23-07		112554	SHERWIN WILLIAMS CO.	7/7/2021	5312-8	9.99	PACKING SAVER LUBE
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0167073002MAY21	50.70	320 15TH ST LIGHTS
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0336073059MAY21	47.73	431 17TH ST PARKING LOT
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1389077012MAY21	19,445.20	CITY WIDE STREET LIGHTING
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	3483023003MAY21	68.75	1170 STATE ST LED STREET LIGHTS
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	3760028000MAY21	10.00	799 RIVER DR STREET LIGHT
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4043138016MAY21	13.93	199 22ND ST LIGHTING CAB
206-0530-422.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5684139006MAY21	77.05	LED STREET LIGHTS-2300 STATE ST
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0101045009MAY21	65.38	3744 18TH ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0215129008MAY21	22.54	4401 DEVILS GLEN RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0227100026MAY21	32.12	6891 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0792135005MAY21	53.90	3801 DEVILS GLEN RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0855064004MAY21	55.79	835 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0885152036MAY21	224.30	1599 GRANT ST LIGHT CONTROLLER
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0955078004MAY21	82.26	1602 STATE ST SIGNALS
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0962160002MAY21	27.05	1602 GRANT ST STREET LIGHTS
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	0990077011MAY21	19.48	1136 HALL ST LITE T SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1053077014MAY21	25.45	2222 MIDDLE RD SIGNAL

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206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1171111005MAY21	39.55	4505 UTICA RIDGE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1239129009MAY21	22.29	4801 DEVILS GLEN RD
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1347077010MAY21	36.84	3122 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1431077012MAY21	28.72	600 RIVER DR SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1494077015MAY21	35.36	1801 STATE ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1515077013MAY21	45.77	401 26TH ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1519132002MAY21	45.61	6850 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1578077016MAY21	55.10	3720 STATE ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1599077017MAY21	29.17	3550 STATE ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1638111009MAY21	36.40	1401 KIMBERLY RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1641077017MAY21	35.37	1140 MEADOW LN DR SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1662077018MAY21	42.49	999 1/2 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1683077019MAY21	34.71	901 SPRUCE HILLS DR SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1725077018MAY21	69.34	3882 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1830077011MAY21	25.01	3029 STATE ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1893077014MAY21	24.43	1000 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1914077012MAY21	50.37	1800 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1935077013MAY21	69.77	2010 SPRUCE HILLS DR SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1956077014MAY21	18.24	2002 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	1977077015MAY21	52.52	2420 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2103077019MAY21	42.49	1515 SPRUCE HILLS DR SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2124077010MAY21	72.25	3200 UTICA RIDGE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2163016038MAY21	10.00	1514 TANGLEFOOT LN SIGN
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2217031004MAY21	10.94	1405 GRANT ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2292077016MAY21	27.54	2300 STATE ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2363131010MAY21	35.68	3301 DEVILS GLEN RD
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2439077017MAY21	11.62	2600 62ND ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2460077019MAY21	36.11	2123 DEVILS GLEN RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2481077010MAY21	39.79	3323 18TH ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2502077018MAY21	20.14	2501 18TH ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2523077019MAY21	35.49	2901 18TH ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2643072006MAY21	36.11	5293 DEVILS GLEN RD
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2719143005MAY21	59.50	5220 18TH ST TRAFFIC LIGHT
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2796063007MAY21	44.62	4605 MIDDLE RD SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2901141022MAY21	32.98	1201 GRANT ST SIGNAL
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	3666140033MAY21	30.30	1413 GRANT STREET SIGNAL

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206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	3683050001MAY21	10.00	1381 TANGLEFOOT LN SIGN	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4304170001MAY21	23.97	4319 BELMONT RD SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4434078024MAY21	38.07	3430 E LOCUST ST DAV SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4547102005MAY21	42.56	1700 STATE ST SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4623158003MAY21	10.94	315 BELMONT RD CROSSWALKS	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4818074020MAY21	26.98	125 13TH STREET LIGHT	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	4861136001MAY21	35.36	2044 GRANT ST SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5043087050MAY21	33.35	405 17TH SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5361111000MAY21	103.59	1802 STATE ST TRAFFIC SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5659149005MAY21	276.18	1298 BROWN ST SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5699146002MAY21	55.27	4261 MIDDLE RD SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5766100007MAY21	15.07	1493 MIDDLE RD CAMERA	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5800119002MAY21	85.36	2055 STATE ST SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5953124003MAY21	50.37	3420 MIDDLE RD SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	5995115007MAY21	42.15	3780 UTICA RIDGE RD SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	6667159008MAY21	43.09	2261 53RD AV SIGNAL	
206-0530-423.21-08		112378	MID AMERICAN ENERGY	6/16/2021	6683130009MAY21	90.52	4502 UTICA RIDGE RD SIGNAL	
206-0530-423.22-99		112569	TRI-CITY ELECTRIC CO	7/7/2021	253195	302.90	LIGHT POLE REMOVAL	
206-0530-423.23-07		112513	MILLENNIUM WASTE, INC.	7/7/2021	3158594	50.00	DUMPSTER FOR TRAFFIC & ELECTRICIANS OFFICE	
206-0530-423.23-07		112541	REPUBLIC COMPANIES	7/7/2021	6099632-00	3.97	LUG FOR TRANSFORMER	
206-0530-423.23-07		112541	REPUBLIC COMPANIES	7/7/2021	6100042-00	155.40	FLEX CONDUIT	
Total for Fund 206 ROAD USE FUND 30,238.35								
Department Public Works								
520-0510-490.21-08			112378	MID AMERICAN ENERGY	6/16/2021	1326077019MAY21	264.31	1 21ST ST PUMP STATION
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	1557077015MAY21	44.33	3500 ELM ST LIFT STATION	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	1613130007MAY21	45.94	6876 FOREST GROVE RD	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	2137169005MAY21	64.38	3500 ELM ST STORM PUMPS	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	2166077012MAY21	14.40	7807 MIDDLE RD LIFT STATION	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	2397077018MAY21	82.49	3480 ELM ST PUMP STATION	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	3159109013MAY21	36.27	5223 AUBURN CT LIFT	
520-0510-490.21-08	112378		MID AMERICAN ENERGY	6/16/2021	4943155009MAY21	22.20	4134 DEPOT ST, WASTE GRINDER	
520-0510-490.22-13	112458		CITY OF DAVENPORT	7/7/2021	1327746	71,991.18	MAY 2021 SEWAGE TREATMENT PLANT	
520-0510-490.22-99	112481		HAMPTON CRANES, INC.	7/7/2021	76250-72	441.00	CRANE SERV - 35TH ST PUMP	
520-0510-490.23-07	112506		MACQUEEN EQUIPMENT	7/7/2021	P13385	162.19	QUICK CLAMPS	

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Total for Fund			520	SEWER UTILITY		73,168.69	
Department			Public Works				
550-0509-491.22-13		112575	WASTE COMMISSION OF SCOTT CO.	7/7/2021	053121L	23,805.04	SOLID WASTE - MAY 2021
550-0509-491.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230148A	137.78	03 BILLS 04/30
550-0509-491.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230401A	38.48	04 BILLS 05/14
550-0509-491.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230402A	227.48	02 LATE NOTICES
550-0509-491.22-99		112510	MIDWEST MAILWORKS INC.	7/7/2021	230404A	32.44	ACH LETTER
550-0516-491.21-09		112458	CITY OF DAVENPORT	7/7/2021	1327324	5,520.00	COMPOST - APR 2021
550-0528-491.22-13		112575	WASTE COMMISSION OF SCOTT CO.	7/7/2021	053121E	4,020.00	E-WASTE MAY 2021
550-0528-491.23-10		112445	ALTORFER MACHINERY COMPANY	7/7/2021	PC180017526	66.90	RAIN GEAR
Total for Fund			550	SOLID WASTE/RECYCLING	ENR	8,848.12	
Department			Public Works				
555-0525-494.21-01	2100FM	112521	NIGHTWATCH SECURITY SERVICES,	7/7/2021	47298	60.00	MUSEUM, SECURITY REPAIR
555-0525-494.21-08	2100FM	112378	MID AMERICAN ENERGY	6/16/2021	1287094014MAY21	10.00	2900 LEARNING CAMPUS DR OUTSIDE
555-0525-494.21-08	2100FM	112378	MID AMERICAN ENERGY	6/16/2021	5437075010MAY21	3,891.01	2900 LEARNING CAMPUS DR UTILITIES
555-0526-494.22-99	2101FM	112563	THE MILLARD GROUP	7/7/2021	210721	1,394.60	MUSEUM, CLEANING SERVICE
Total for Fund			555	FMLY MUSEUM/ARTS & SCIEN	6	55.61	
Department			Public Works				
560-0526-494.22-99	2101GC	112457	CINTAS LOC 23M	7/7/2021	4085421047	85.80	GOLF COURSE MAINT, MATS
Total for Fund			560	PALMER HILLS GOLF COURSE		85.80	
Department			Public Works				
570-0525-494.21-01	2100LF	112439	ADEL WHOLESALERS, INC.	7/7/2021	2051704	198.84	FITNESS CTR, PLUMBING
570-0525-494.21-01	2100LF	112518	MULGREW OIL & PROPANE	7/7/2021	980592	520.89	FITNESS CTR, GENERATOR FUEL
570-0525-494.21-01	2100LF	112521	NIGHTWATCH SECURITY SERVICES,	7/7/2021	47298A	60.00	FITNESS CTR, SECURITY RE- PAIR
570-0525-494.21-01	2100LF	112549	SCHEBLER COMPANY	7/7/2021	0000211259	1,369.00	FITNESS CTR, SKY LIGHTS ELIMINATED
570-0525-494.22-99	2100LF	112469	ELECTRICAL ENGINEERING & EQUIP.	7/7/2021	7093006-00	200.00	FITNESS CTR, GENERATOR PM

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Total for Fund			570	LIFE FITNESS CTR FUND		2,348.73	
Department			Public Works				
575-0525-494.21-01	2100PL	112439	ADEL WHOLESALERS, INC.	7/7/2021	2050508	70.45	SPLASH, PLUMBING
575-0525-494.21-01	2100PL	112439	ADEL WHOLESALERS, INC.	7/7/2021	2051680	28.49	SPLASH, PLUMBING
575-0525-494.21-01	2100PL	112464	DOORS INC.	7/7/2021	305815	371.00	SPLASH, DOOR REPAIR
575-0525-494.21-11	2100PL	112491	IOWA AMERICAN WATER COMPANY	7/7/2021	581642MAY21	1,870.42	SPLASH LANDING WATER
Total for Fund			575	AQUATIC CENTER FUND		2,340.36	
Department			Public Works				
580-0519-493.22-99		112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45285	2,391.57	21ST ST PUMP GENERATOR WIRING
580-0519-493.23-07		112507	MANATT'S INC.	7/7/2021	5025431	377.40	3365 VALLEYWYND DR
580-0519-493.23-07		112572	UTILITY EQUIPMENT CO.	7/7/2021	10090281-000	1,092.06	FRAME, SEAL, CONCRETE DONUTS
Total for Fund			580	STORM WATER UTILITY		3,861.03	
Department			Public Works				
585-0507-492.22-37		112542	RIVER BEND TRANSIT	7/7/2021	053121	14,655.06	PARATRANSIT SERVICE MAY 2021
585-0507-492.22-38		112542	RIVER BEND TRANSIT	7/7/2021	053121B	7,211.76	SATURDAY SERVICE MAY 2021
585-0507-492.22-90		112533	PS3 ENTERPRISES, INC	7/7/2021	121599	115.00	PORTA POTTY RENTAL-FAYES FIELD
585-0527-492.21-05	COVID	112467	ECK'S AUTO SHINE	7/7/2021	231	200.00	BUS WASHING, 6/5 & 6/12
585-0547-492.21-08		112378	MID AMERICAN ENERGY	6/16/2021	2607077010AP21	86.12	VEHICLE WASH UTILITY ALLOCATION
Total for Fund			585	TRANSIT		22,267.94	
Department			Public Works				
683-0520-494.21-04		112466	EASTERN IOWA TIRE, INC.	7/7/2021	100107616	168.50	TIRE REPAIR
683-0520-494.21-04		112502	LINDQUIST FORD, INC.	7/7/2021	204117	132.00	BRAKE PEDAL SPONGY #21216
683-0520-494.21-04		112514	MILLS CHEVROLET COMPANY	7/7/2021	6280829	1,470.73	A/C NOT WORKING #21710
683-0520-494.21-04		112514	MILLS CHEVROLET COMPANY	7/7/2021	6281247	1,124.21	CHECK ENGINE LIGHTS, MISC ERRORS #1709
683-0520-494.22-31		112457	CINTAS LOC 23M	7/7/2021	4085702200	72.21	LAUNDRY SERVICE
683-0520-494.22-31		112457	CINTAS LOC 23M	7/7/2021	4086282637	72.21	LAUNDRY SERVICE
683-0520-494.22-31		112457	CINTAS LOC 23M	7/7/2021	4086943455	72.21	LAUNDRY SERVICE
683-0520-494.22-31		112457	CINTAS LOC 23M	7/7/2021	4087603265	72.21	LAUNDRY SERVICE
683-0520-494.23-04		112556	SNAP-ON TOOLS	7/7/2021	06152164078	949.01	SOFTWARE UPDATE

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683-0520-494.23-07		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381402	21.58	SHOP SUPPLIES
683-0520-494.23-07		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381908	22.94	BROWN STRING
683-0520-494.23-07		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382088	23.43	BRAKE FLUID
683-0520-494.23-07		112456	CINTAS FIRST AID & SAFETY #D89	7/7/2021	8405170873	106.14	FIRST AID SUPPLIES
683-0520-494.23-07		112471	FASTENAL COMPANY	7/7/2021	IABET142626	12.15	SHOP SUPPLIES
683-0520-494.23-07		112471	FASTENAL COMPANY	7/7/2021	IABET142939	7.37	SHOP SUPPLIES
683-0520-494.23-07		112501	LAWSON PRODUCTS, INC.	7/7/2021	9308495407	559.91	SHOP SUPPLIES
683-0520-494.23-07		112512	MIDWEST WHEEL COMPANIES INC.	7/7/2021	2419452-00	32.24	CORROSION SEALANT
683-0520-494.23-07		112523	NORTHERN TOOL & EQUIPMENT	7/7/2021	135455	106.94	SHOP SUPPLIES
683-0520-494.23-07		112547	S J SMITH CO. INC.	7/7/2021	598940	195.30	WELDING SUPPLIES
683-0520-494.23-07		112577	1ST AYD CORPORATION	7/7/2021	PSI458290	261.09	BRAKE CLEANER, MISC. SHOP SUPPLIES
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103604	317.64	TIRES - STOCK
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103732	16.03	TIRES - #1918
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103790	80.15	TIRES - STOCK
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103793	88.00	TIRES - #1907
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103810	206.00	TIRES - STOCK
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103818	210.00	TIRES - 21403
683-0520-494.23-24		112448	BAUER BUILT, INC.	7/7/2021	230103832	-206.00	TIRES - RETURNED WRONG SZ
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-380973	59.37	STOCK PARTS
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381580	4.41	HYDRAULUC #21813
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381589	252.39	FUEL, OIL, AIR FILTERS - STOCK
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381621	-9.10	RETURN CABIN AIR FILTER
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381639	83.67	SWITCHES - STOCK
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381673	101.98	SHOCK ABSORBER #21403
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381770	42.99	COOLANT RESERVOIR #21915
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381778	220.08	BRAKE CAL #21915
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381886	10.08	AIR FILTERS - STOCK
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381888	50.40	AIR FILTERS - STOCK
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381914	-120.00	BRAKE CAL. RETURN
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-381982	144.91	OIL FILTERS, IRIIDIUM PLUG IGNITION WIRE SET #21815
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382064	220.08	BRAKE CAL. #21924
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382069	202.92	FRICT READY CALIPER #1924
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382115	109.98	BRAKE ROTORS #21617
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382413	312.90	CALIPERS & ROTORS #21601
683-0520-494.23-24		112453	CARQUEST AUTO PARTS STORE	7/7/2021	6604-382478	156.12	BRAKE PADS & ROTORS #1619
683-0520-494.23-24		112463	DAVIS EQUIPMENT CORP	7/7/2021	J160408	138.99	RELIEF VALVE #21813

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683-0520-494.23-24		112465	DULTMEIER SALES LLC	7/7/2021	3823066	34.20	COUPLER & PLUGS #21315
683-0520-494.23-24		112465	DULTMEIER SALES LLC	7/7/2021	3827119	22.00	HOZE NOZZLES #20606
683-0520-494.23-24		112466	EASTERN IOWA TIRE, INC.	7/7/2021	100107613	421.90	TIRES - STOCK
683-0520-494.23-24		112470	ELLIOTT EQUIPMENT CO.	7/7/2021	162232	4,814.89	CAMERA KITS FOR TRUCKS
683-0520-494.23-24		112470	ELLIOTT EQUIPMENT CO.	7/7/2021	162233	624.57	HARNESS CALBES FOR CAMERA KITS
683-0520-494.23-24		112477	GILLESPIE AUTO ELECTRIC, INC.	7/7/2021	100265	280.00	ALT. #20411
683-0520-494.23-24		112479	GRAINGER	7/7/2021	9924547582	1,932.05	AIR COMPRESSOR
683-0520-494.23-24		112480	GREEN BUICK GMC INC.	7/7/2021	152439	122.97	LAMP #21117
683-0520-494.23-24		112489	INTERSTATE BATTERY OF THE	7/7/2021	259578	100.95	BATTERY #1811
683-0520-494.23-24		112489	INTERSTATE BATTERY OF THE	7/7/2021	34065699	471.80	BATTERIES - STOCK
683-0520-494.23-24		112490	INTERSTATE POWER SYSTEMS, INC.	7/7/2021	C014069866:01	43.04	THERMOSTAT SWITCH
683-0520-494.23-24		112498	KILBURG EQUIPMENT, LLC.	7/7/2021	1761	499.97	PADDED ARM RESTS - STOCK
683-0520-494.23-24		112502	LINDQUIST FORD, INC.	7/7/2021	381040	166.19	FRAME ASSEMBLY #21211
683-0520-494.23-24		112511	MIDWEST WHEEL & RIM CO	7/7/2021	2425175-00	217.97	LED MINIBAR AND MOUNTING BRACKET
683-0520-494.23-24		112511	MIDWEST WHEEL & RIM CO	7/7/2021	2429973-00	65.60	WINDSHIELD WIPERS - STOCK
683-0520-494.23-24		112511	MIDWEST WHEEL & RIM CO	7/7/2021	2430583-00	128.97	BRAKE KIT SERVICE - STOCK
683-0520-494.23-24		112512	MIDWEST WHEEL COMPANIES INC.	7/7/2021	2416211-00	-144.00	CORE RETURNS
683-0520-494.23-24		112512	MIDWEST WHEEL COMPANIES INC.	7/7/2021	2425175-00	217.97	LED MINIBAR, MOUNTING BRACKET - #22108
683-0520-494.23-24		112519	MUTUAL WHEEL COMPANY	7/7/2021	0619311	1,547.21	FRONT RACKS #22105,06,07- PURGE KIT - STOCK
683-0520-494.23-24		112520	NAPA - DAVENPORT	7/7/2021	699002	112.99	IGNITION COIL #21815
683-0520-494.23-24		112520	NAPA - DAVENPORT	7/7/2021	699665	14.69	OIL FILTER #20709
683-0520-494.23-24		112523	NORTHERN TOOL & EQUIPMENT	7/7/2021	135562	19.99	INNER TUBE #54M
683-0520-494.23-24		112532	PRODUCTIVITY PLUS ACCOUNT	7/7/2021	15642055GP	312.00	CONDENSER #21205
683-0520-494.23-24		112532	PRODUCTIVITY PLUS ACCOUNT	7/7/2021	15653790GP	323.00	FUEL COOLER #21205
683-0520-494.23-24		112535	QC POWER EQUIPMENT	7/7/2021	48688	300.00	BELTS - STOCK
683-0520-494.23-24		112543	RIVER VALLEY TURF	7/7/2021	01-57413	23.67	SWITCH
683-0520-494.23-24		112564	THOMPSON TRUCK & TRAILER INC.	7/7/2021	X103112919:01	42.02	THERMOSTAT #1726
683-0520-494.23-51		112530	PLEASANT VALLEY COMMUNITY	7/7/2021	21-125	29,516.22	FUEL - MAY 2021
Total for Fund			683	MUNICIPAL GARAGE		50,409.20	
Department			Public Works				
Total for Department			279,439.10				
001-0712-450.22-99		112574	WALLACE'S GARDEN CENTER	7/7/2021	03012021-02	10,011.94	CITY WIDE LANDSCAPE PLANT LANDSCAPE PROGRAM
001-0740-446.23-07	FEST01	112378	MID AMERICAN ENERGY	6/16/2021	2783157001MAY21	10.00	4TH OF JULY

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Total for Fund			001	GENERAL FUND		10,021.94	
Department			Parks				
206-0708-420.22-99		112437	A CUT ABOVE LAWN AND LANDSCAP	7/7/2021	10111714	2,051.00	#5 ROW MOWING 5/31-6/7
Total for Fund			206	ROAD USE FUND		2,051.00	
Department			Parks				
Total for Department				12,072.94			
555-1101-494.22-44		2100633	VANTIV INTEGRATED PAYMENTS	5/25/2021	052521	781.10	BANKCARD FEES MUSEUM
555-1102-494.21-40		112529	PETTY CASH/FAMILY MUSEUM-GENE	7/7/2021	660245	6.56	RIVERS LEAK IN WATER TABL E
555-1102-494.23-04		112455	CINTAS CORPORATION #342	7/7/2021	5063834781	99.11	FIRST AID SUPPLIES
555-1102-494.23-07		112529	PETTY CASH/FAMILY MUSEUM-GENE	7/7/2021	660241	8.00	4'S GRADUATION SUPPLIES
555-1102-494.23-07		112529	PETTY CASH/FAMILY MUSEUM-GENE	7/7/2021	660242	14.48	4'S END OF YEAR SUPPLIES
555-1102-494.23-07		112529	PETTY CASH/FAMILY MUSEUM-GENE	7/7/2021	660243	20.00	4'S SUPPLIES
555-1102-494.23-07		112529	PETTY CASH/FAMILY MUSEUM-GENE	7/7/2021	660244	18.98	GLOW STICK PARTY
555-1102-494.23-07		112560	TESKE PET & GARDEN CENTER	7/7/2021	2-1520420	19.99	OUTREACH SUPPLIES
555-1102-494.23-07		112566	TOTAL AQUARIUM MAINTENANCE	7/7/2021	355096	42.00	FISH TANK SERVICE
555-1105-494.22-14		112485	HIGHTECH SIGNS	7/7/2021	B 24828	75.50	HOURS SIGNS
Total for Fund			555	FMLY MUSEUM/ARTS & SCIENC		85.72	
Department			Family Museum				
Total for Department				1,085.72			
001-3001-454.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5537826	223.65	DESK CHAIR - BESWICK
001-3001-454.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5537923	33.62	DRY ERASE BOARD - BESWICK
001-3001-454.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5538056	17.97	CORKBOARD - BESWICK
001-3001-454.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5538701	7.43	DRY ERASE MARKERS
001-3001-454.23-06		112559	TALLGRASS BUSINESS RESOURCES	7/7/2021	5538806	47.21	ROUTING ENVELOPES
001-3002-453.22-05		112550	SCOTT COUNTY RECORDER	7/7/2021	2020-0003306	17.00	RECORD D & O
001-3002-453.22-05		112550	SCOTT COUNTY RECORDER	7/7/2021	2020-00033578	7.00	RECORDING FEES
001-3002-453.22-14		112536	QUAD CITY TIMES	7/7/2021	95911	21.77	NOTICE OF PUBLIC HEARING BOA 6/10/21
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	1.1	138.00	2503 BELLEVUE AV 21-0520 MOW/WEED

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001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	10	207.00	3103 MAPLECREST RD MOWING/WEEDING 21-0577
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	11	310.50	717 - 23RD ST 21-0563 MOWING/WEEDING
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	12	414.00	3403 OVERLAND DR 21-0578 MOWING/WEEDING
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	13	621.00	6925 GROVER ST 21-0589 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	2.1	207.00	2324 STATE ST 21-0475 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	293940	34.50	3403 OVERLAND DR 21-0557 FENCE REPAIR
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	293944	828.00	MOW/WEED FLOOD HOUSES
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	3.1	207.00	2514 CYPRESS DR 21-0495 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	4.1	207.00	3425 MIDDLE RD 21-0507 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	5.1	207.00	4130 ASPEN HILLS 21-0461 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	6.1	207.00	3103 MAPLECREST 21-0461 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	7.1	207.00	3403 OVERLAND DR 21-0459 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	8.1	414.00	3157 S HAMPTON DR 21-0545 MOW/WEED
001-3003-454.22-99		112497	KELLYS TOTAL LAWN CARE	7/7/2021	9A	233.50	1722 SP HILLS DR 19-0184 MOW/WEED/FENCE REPAIR
001-3003-454.22-99		112499	KIMBERLY'S KLEANING	7/7/2021	806-612	66.00	806 STATE ST 21-1418 DEBRIS REMOVAL
001-3003-454.22-99		112499	KIMBERLY'S KLEANING	7/7/2021	825-612	66.00	825 DEVILS GLEN RD DEBRIS REMOVAL 21-0553
001-3003-454.22-99		112551	SCOTT COUNTY SHERIFF'S OFFICE	7/7/2021	21002512	33.36	MARY JO AULIFF 21-0187 CITATION SERVICE 5/6/21
			Total for Fund	001	GENERAL FUND	4,983.51	
			Department	Community Development			
			Total for Department	4,983.51			
001-4101-460.13-02		112522	NORTH SCOTT PRESS	7/7/2021	061821	82.00	2 YEAR SUBSCRIPTION ACCT #322
001-4101-460.23-06		112487	IMPERIAL	7/7/2021	288002:061374	52.90	COFFEE SUPPLIES AT CITY HALL & POLICE DEPT
001-4101-460.23-06		112487	IMPERIAL	7/7/2021	288002:067350	19.90	COFFEE SUPPLIES FOR CITY HALL & POLICE DEPT
001-4102-461.22-14		112536	QUAD CITY TIMES	7/7/2021	96572	21.21	PUB PH NOT RE AUBURN CT LIFT STATION ABANDON P
001-4102-461.22-14		112536	QUAD CITY TIMES	7/7/2021	96575	21.21	PUB PH NOT RE 2021 ALLEY REHABILITATION PROGRAM
001-4102-461.22-14		112536	QUAD CITY TIMES	7/7/2021	96577	22.33	PUB PH NOT RE REZONE LOT 6 BETTPLEX 2ND ADDITIC
001-4102-461.22-14		112536	QUAD CITY TIMES	7/7/2021	96769	466.73	PUBLISH CITY COUNCIL MTG MINUTES 6/1/2021 MEETIN
001-4102-461.22-14		112536	QUAD CITY TIMES	7/7/2021	98017	45.34	PUBLISH ORDINANCE 11-21
			Total for Fund	001	GENERAL FUND	731.62	
			Department	Administration			

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Total for Department						731.62	
001-4201-466.13-03		112403	IMAN CONSULTING, LLC	6/23/2021	01-15	500.00	LEADERSHIP TRAINING
001-4201-466.13-04		112494	ISLE OF CAPRI BETTENDORF, L.C.	7/7/2021	1030802	851.38	LEADERSHIP MEETING
001-4201-466.13-05		112452	BUCK, ASHLEY	7/7/2021	062421	177.50	TUITION REIMBURSEMENT ASHLEY BUCK
001-4201-466.22-13		112476	GENESIS OCCUPATIONAL HEALTH	7/7/2021	162890	269.00	EMPLOYEE DRUG TESTING
001-4201-466.22-13		112476	GENESIS OCCUPATIONAL HEALTH	7/7/2021	163768	234.00	EMPLOYEE DRUG TESTING
001-4201-466.22-13		112558	STRYKER-POST PUBLICATIONS	7/7/2021	3411359M	3,348.00	AEDS FOR CITY HALL
001-4201-466.22-13		112570	TSS THE SAFETY SPECIALISTS	7/7/2021	58954	840.00	EMPLOYEE DRUG SCREENING
001-4201-466.23-08		112472	FEDEX	7/7/2021	7-412-93024	27.45	FED EX PAPERWORK TO MFPRSI
Total for Fund 001 GENERAL FUND						6,247.33	
Department							
Total for Department						6,247.33	
400-5050-480.22-99	2CD011	112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45319	728.00	CABLING AND WIRING
400-5050-480.22-99	CD0051	112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45286	2,138.00	PLACEMENT OF CONDUIT
400-5050-480.22-99	CD0080	112447	ASPEC ENVIRONMENTAL TESTING, IN	7/7/2021	A 0621063	460.00	ASBESTOS INSPECTION 1036 HAWTHORNE DR - FLO
400-5050-480.22-99	CD0080	112509	MID AMERICAN ENERGY	7/7/2021	513273969	13.23	UTILITIES - FLOOD HOUSE 1036 HAWTHORNE DR
400-5050-480.22-99	CD0080	112539	RCM LABORATORIES	7/7/2021	20905	897.00	ASBESTOS INSPECTION 1119 CRESTVIEW CT - FLOO
400-5050-480.22-99	CD0080	112539	RCM LABORATORIES	7/7/2021	20921	562.00	ASBESTOS INSP - FLOOD 1124/1310 PKWAY 2513 CYPF
400-5050-480.22-99	CD0080	112539	RCM LABORATORIES	7/7/2021	20982	420.00	ASBESTOS INSP - FLOOD 2518 HOLLY 2608 GREENWA
400-5050-480.22-99	CD0101	112462	DAVENPORT ELECTRIC CONTRACT	7/7/2021	45301	912.00	CITY FIBER RELOCATION
400-5050-480.22-99	PW0500	112482	HAWKEYE PAVING CORPORATION	7/7/2021	224	3,381.46	PE#5 FINAL 2020 ALLEY REPAIR
400-5050-480.22-99	PW0517	112500	LANGMAN CONSTRUCTION COMPAN	7/7/2021	1	127,350.14	PE#1 2021 STREET RESURF PROGRAM
400-5050-480.22-99	PW0543	112474	FIVE CITIES CONSTRUCTION COMPA	7/7/2021	1	84,831.01	PE#1 ASBURY ST. RECON THROUGH 6/18
400-5050-480.23-04	2CD011	112569	TRI-CITY ELECTRIC CO	7/7/2021	25590	519.60	AXIS LOANER - CAMERAAT 53RD & DEVILS GLEN
400-5050-480.70-74	CD0102	112517	MOBOTREX, INC.	7/7/2021	250938	1,140.00	4 SECTION LIGHTS - INTER SECTION TRAFFIC SIGNAL
Total for Fund 400 CAPITAL PROJECTS						223,352.44	
Department Capital Projects							
560-5050-499.22-99	2GC024	112540	REED CONSTRUCTION, LLC	7/7/2021	6	29,833.88	PE# 6
560-5050-499.22-99	2GC024	112540	REED CONSTRUCTION, LLC	7/7/2021	7	5,993.10	PE#7 PHGC NEW SERVICE BLD

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			Total for Fund	560	PALMER HILLS GOLF COURSE	15,826.98	
			Department	Capital Projects			
580-5050-499.22-99	SM0133	112500	LANGMAN CONSTRUCTION COMPAN	7/7/2021	2012-20210623	4,100.00	STORM MANHOLE ADJUSTMENT ON FAIRLANE
			Total for Fund	580	STORM WATER UTILITY	4,100.00	
			Department	Capital Projects			
Total for Department						263,279.42	
Grand Total						941,792.18	

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520-0000-221.10-00		2100687	TREASURER, STATE OF IOWA	6/18/2021	116900165	3,430.75	MONTHLY-MAY 2021
Total for Fund			520	SEWER UTILITY		3,430.75	
Department			N/A				
550-0000-221.10-00		2100687	TREASURER, STATE OF IOWA	6/18/2021	116900165B	10.66	MONTHLY-MAY 2021
Total for Fund			550	SOLID WASTE/RECYCLING ENT		10.66	
Department			N/A				
560-0000-221.10-00		2100688	TREASURER, STATE OF IOWA	6/21/2021	1172001264A	7,482.05	MAY SALES TAX - PHGC
Total for Fund			560	PALMER HILLS GOLF COURSE		7,482.05	
Department			N/A				
570-0000-221.10-00		2100688	TREASURER, STATE OF IOWA	6/21/2021	1172001264	944.62	MAY SALES TAX - LFC
570-0000-221.10-00		2100688	TREASURER, STATE OF IOWA	6/21/2021	1172001264C	24.86	MAY SALES TAX - REC
Total for Fund			570	LIFE FITNESS CTR FUND		969.48	
Department			N/A				
575-0000-221.10-00		2100688	TREASURER, STATE OF IOWA	6/21/2021	1172001264B	838.71	MAY SALES TAX - SPLASH
Total for Fund			575	AQUATIC CENTER FUND		838.71	
Department			N/A				
580-0000-221.10-00		2100687	TREASURER, STATE OF IOWA	6/18/2021	116900165A	2,186.83	MONTHLY-MAY 2021
Total for Fund			580	STORM WATER UTILITY		2,186.83	
Department			N/A				
722-0000-233.00-00		2100657	WAGEWORKS	6/2/2021	CM91165	-205.00	CREDIT-LATE REPAYMENT REF UND
722-0000-233.00-00		2100657	WAGEWORKS	6/2/2021	INV2816175	1,327.14	FLEX CLAIMS
722-0000-233.00-00		2100675	WAGEWORKS	6/8/2021	INV2828174	3,386.80	FLEX CLAIMS
722-0000-233.00-00		2100676	WAGEWORKS	6/15/2021	INV2838442	2,332.22	FLEX CLAIMS

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			722	125/PLAN		6,841.16	
Department			N/A				
810-0000-205.02-00		2100661	MUNICIPAL FIRE & POLICE	6/4/2021	06/04 PAYDATEA	36,758.13	CITY SHARE POLICE PENSION
810-0000-205.02-00		2100692	MUNICIPAL FIRE & POLICE	6/18/2021	6/18 PAYDATEA	38,419.47	CITY SHARE POLICE PENSION
810-0000-205.04-00		2100661	MUNICIPAL FIRE & POLICE	6/4/2021	06/04 PAYDATEC	23,415.00	CITY SHARE FIRE PENSION
810-0000-205.04-00		2100692	MUNICIPAL FIRE & POLICE	6/18/2021	6/18 PAYDATEC	24,177.81	CITY SHARE FIRE PENSION
810-0000-205.05-00		2100665	INTERNAL REVENUE SERVICE	6/4/2021	516842	71,672.77	FEDERAL W/H TAX
810-0000-205.05-00		2100696	INTERNAL REVENUE SERVICE	6/18/2021	2462353	74,804.07	FEDERAL W/H TAX
810-0000-205.06-00		2100666	TREASURER,STATE OF IOWA	6/4/2021	11550000901	28,957.62	06/04 PAY DATE IA W/H TAX
810-0000-205.06-00		2100697	TREASURER,STATE OF IOWA	6/18/2021	1169001830	30,438.06	6/18 PAYDATE IA W/H TAX
810-0000-205.07-00		2100667	ILLINOIS DEPARTMENT OF REVENUE	6/4/2021	2-076-252-432	1,891.58	ILLINOIS STATE W/H TAX
810-0000-205.07-00		2100698	ILLINOIS DEPARTMENT OF REVENUE	6/18/2021	0-628-692-240	2,016.87	ILLINOIS STATE W/H TAX
810-0000-205.08-00		2100665	INTERNAL REVENUE SERVICE	6/4/2021	516842A	64,647.82	FICA W/H TAX
810-0000-205.08-00		2100696	INTERNAL REVENUE SERVICE	6/18/2021	2462353A	69,280.50	FICA W/H TAX
810-0000-205.09-00		2100665	INTERNAL REVENUE SERVICE	6/4/2021	516842B	22,965.92	MEDICARE W/H TAX
810-0000-205.09-00		2100696	INTERNAL REVENUE SERVICE	6/18/2021	2462353B	24,368.56	MEDICARE W/H TAX
810-0000-205.10-00		2100668	IPERS COLLECTIONS	6/4/2021	120930683	32,035.01	EMPLOYEE SHARE IPERS
810-0000-205.10-00		2100668	IPERS COLLECTIONS	6/4/2021	120930683A	48,077.98	CITY SHARE IPERS
810-0000-205.10-00		2100699	IPERS COLLECTIONS	6/18/2021	120963193	48,386.66	CITY SHARE IPERES
810-0000-205.10-00		2100699	IPERS COLLECTIONS	6/18/2021	120963193A	32,240.65	EMPLOYEE SHARE IPERS
810-0000-205.11-00		2100661	MUNICIPAL FIRE & POLICE	6/4/2021	06/04 PAYDATE	13,651.76	EMPLOYEE SHARE POLICE PENSION
810-0000-205.11-00		2100692	MUNICIPAL FIRE & POLICE	6/18/2021	6/18 PAYDATE	14,268.79	EMPLOYEE SHARE POLICE PENSION
810-0000-205.12-00		2100661	MUNICIPAL FIRE & POLICE	6/4/2021	06/04 PAYDATEB	8,696.21	EMP SHARE FIRE PENSION
810-0000-205.12-00		2100692	MUNICIPAL FIRE & POLICE	6/18/2021	6/18 PAYDATEB	8,979.50	EMP SHARE FIRE PENSION
810-0000-205.15-00		2100660	ICMA RETIREMENT TRUST - 457	6/4/2021	549965	3,410.19	AFTER TAX ROTH IRA
810-0000-205.15-00		2100662	AFLAC	6/4/2021	PR DATE 6/4	120.58	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2100671	AMERICAN FUNDS ROTH IRA WIRE	6/4/2021	1871383215514	100.00	AFTER TAX ROTH IRA CONTRIBUTIONS
810-0000-205.15-00		2100691	ICMA RETIREMENT TRUST - 457	6/18/2021	557906	3,318.18	AFTER TAX ROTH IRA
810-0000-205.15-00		2100693	AFLAC	6/18/2021	PR DATE 6/18	120.58	CI WRAP CONTRIBUTIONS
810-0000-205.15-00		2100702	AMERICAN FUNDS ROTH IRA WIRE	6/18/2021	2468106002418	100.00	AFTER TAX ROTH IRA CONTRIBUTIONS
810-0000-205.15-00		2100703	AFLAC	6/18/2021	103937A	796.80	AFLAC AFTER TAX CONTRIBUT IONS
810-0000-205.19-00		2100670	COLLECTION SERVICES CENTER	6/4/2021	1994692	2,554.39	CHILD/SPOUSE SUPPORT
810-0000-205.19-00		2100701	COLLECTION SERVICES CENTER	6/18/2021	2000163	2,554.39	CHILD/SPOUSE SUPPORT
810-0000-205.20-00		2100659	UNITED WAY	6/4/2021	PR DATE 6/04	585.80	6/4/2021 CONTRIBUTIONS

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810-0000-205.20-00		2100690	UNITED WAY	6/18/2021	PR DATE 6/18	585.80	06/18 CONTRIBUTIONS
810-0000-205.23-00		2100660	ICMA RETIREMENT TRUST - 457	6/4/2021	549954	47,999.53	457 CONTRIBUTIONS
810-0000-205.23-00		2100663	GREAT AMERICAN PLAN ADMINISTRATOR	6/4/2021	PR DATE 6/4	573.45	6/4 CONTRIBUTIONS
810-0000-205.23-00		2100669	NATIONWIDE RETIREMENT SOLUTIONS	6/4/2021	06/04PAYDATE	525.84	457 CONTRIBUTIONS
810-0000-205.23-00		2100691	ICMA RETIREMENT TRUST - 457	6/18/2021	557387	47,876.16	457 CONTRIBUTIONS
810-0000-205.23-00		2100694	GREAT AMERICAN PLAN ADMINISTRATOR	6/18/2021	PR DATE 6/18	601.53	6/18 CONTRIBUTIONS
810-0000-205.23-00		2100700	NATIONWIDE RETIREMENT SOLUTIONS	6/18/2021	6/18 PAYDATE	525.84	457 CONTRIBUTIONS
810-0000-205.23-00		2100703	AFLAC	6/18/2021	103937	1,169.36	AFLAC PRE TAX
810-0000-205.28-00		2100660	ICMA RETIREMENT TRUST - 457	6/4/2021	549954A	4,579.09	457 LOAN PAYMENTS
810-0000-205.28-00		2100691	ICMA RETIREMENT TRUST - 457	6/18/2021	557387A	4,579.09	457 LOAN PAYMENTS
810-0000-205.99-00		2100664	IOWA C.O.P.S.	6/4/2021	PR DATE 6/4	63.00	6/4/21 CONTRIBUTIONS
810-0000-205.99-00		2100695	IOWA C.O.P.S.	6/18/2021	PR DATE 6/18	63.00	6/18 CONTRIBUTIONS
Total for Fund			810	LIABILITY CLEARING ACCT. 842,953.34			
Department			N/A				
Total for Department			864,712.98				
686-0106-494.22-81		2100656	WELLMARK BLUE CROSS & BLUE SH	6/4/2021	05282021	57,215.48	MEDICAL CLAIMS 5/22-5/28
686-0106-494.22-81		2100677	WELLMARK BLUE CROSS & BLUE SH	6/11/2021	06042021	63,086.17	MEDICAL CLAIMS 6/1-6/4/21
686-0106-494.22-81		2100683	WELLMARK BLUE CROSS & BLUE SH	6/18/2021	06112021	38,879.34	MEDICAL CLAIMS 6/5-6/11
686-0106-494.22-83		2100654	MEDTRAK SERVICES	6/7/2021	053121B	774.00	ADMIN FEES 5/15-5/31
686-0106-494.22-83		2100689	MEDTRAK SERVICES	6/22/2021	061521B	748.00	ADMIN FEES 6/1-6/15
686-0106-494.22-94		2100655	DELTA DENTAL	6/4/2021	352050000202142	4,486.37	DENTAL CLAIMS 5/25-6/1/21
686-0106-494.22-94		2100674	DELTA DENTAL	6/11/2021	352050000202143	3,514.75	DENTAL CLAIMS 6/2-6/7/21
686-0106-494.22-94		2100682	DELTA DENTAL	6/18/2021	352050000202144	4,796.59	DENTAL CLAIMS 6/8-6/14/21
686-0106-494.22-96		2100658	EMPLOYEE BENEFIT SYSTEM	6/4/2021	06022021	2,738.56	VISION CLAIMSCK 2086-2089
686-0106-494.22-96		2100678	EMPLOYEE BENEFIT SYSTEM	6/11/2021	06092021	342.00	VISION CLAIMS CK 2090
686-0106-494.22-96		2100681	EMPLOYEE BENEFIT SYSTEM	6/18/2021	06162021	1,194.94	VISION CLAIMS CKS 2091 - 2095
686-0106-494.22-98		2100654	MEDTRAK SERVICES	6/7/2021	053121A	19,977.17	PHARMACY CLAIMS 5/15-5/31
686-0106-494.22-98		2100689	MEDTRAK SERVICES	6/22/2021	061521A	51,223.27	PHARMACY CLAIMS 6/1-6/15
Total for Fund			686	EMPLOYEE INSURANCE		248,976.64	
Department			Mayor & Council				

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Total for Department				248,976.64			
001-0201-461.22-44		2100684	MERCHANT SERVICES	6/2/2021	521F	10.26	BANKCARD FEES 1% SW1,SW2, SW3
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857039	250.00	BOND PAYING AGENT FEES 185376571
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857085	250.00	BOND PAYING AGENT FEES 185387354
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857086	250.00	BOND PAYING AGENT FEES 185387347
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857114	250.00	BOND PAYING AGENT FEES 185393550
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857143	250.00	BOND PAYING AGENT FEES 185400488
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857144	250.00	BOND PAYING AGENT FEES 185400470
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857213	250.00	BOND PAYING AGENT FEES 185407897
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857214	250.00	BOND PAYING AGENT FEES 185407905
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857273	250.00	BOND PAYING AGENT FEES 185411964
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857274	250.00	BOND PAYING AGENT FEES 185411972
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857300	250.00	BOND PAYING AGENT FEES 185413937
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857304	250.00	BOND PAYING AGENT FEES 185413945
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857324	250.00	BOND PAYING AGENT FEES 185416088
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857326	250.00	BOND PAYING AGENT FEES 185416070
001-0202-461.22-50		2100679	UMB BANK	6/25/2021	857368	300.00	BOND PAYING AGENT FEES 185419876
Total for Fund				001	GENERAL FUND		3,810.26
Department				Finance			
520-0204-490.22-44		2100684	MERCHANT SERVICES	6/2/2021	521G	2,375.21	BANKCARD FEES UT SW1,SW2,
520-0204-490.22-44		2100685	AUTHORIZE.NET	6/2/2021	521	30.30	ONLINE PYMT GATEWAY
Total for Fund				520	SEWER UTILITY		2,405.51
Department				Finance			
Total for Department				6,215.77			
550-0509-491.22-44		2100684	MERCHANT SERVICES	6/2/2021	521H	2,403.43	BANKCARD FEES RECYCLE SW1 SW2 50%PW
Total for Fund				550	SOLID WASTE/RECYCLING ENZ		403.43
Department				Public Works			
580-0519-493.22-44		2100684	MERCHANT SERVICES	6/2/2021	521I	2,375.20	BANKCARD FEES STRM WTR SW1 SW2

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Fund			580	STORM WATER UTILITY		2,375.20	
Department			Public Works				
585-0507-492.22-44		2100684	MERCHANT SERVICES	6/2/2021	521J	28.23	BANKCARD FEES 50% PW
Total for Fund			585	TRANSIT		28.23	
Department			Public Works				
Total for Department			4,806.86				
001-0601-440.22-44		2100684	MERCHANT SERVICES	6/2/2021	521B	170.17	BANKCARD FEES LIBRARY
Total for Fund			001	GENERAL FUND		170.17	
Department			Library				
Total for Department			170.17				
001-0703-443.22-44		2100684	MERCHANT SERVICES	6/2/2021	521E	21.47	BANKCARD FEES REC ONLINE
Total for Fund			001	GENERAL FUND		21.47	
Department			Parks				
560-0711-494.22-44		2100686	VANTIV INTEGRATED PAYMENTS	6/8/2021	052021	6,040.30	BANKCARD FEES GOLF
560-0713-494.22-44		2100686	VANTIV INTEGRATED PAYMENTS	6/8/2021	052021A	2,122.27	BANKCARD FEES GRILL
Total for Fund			560	PALMER HILLS GOLF COURSE		8,162.57	
Department			Parks				
Total for Department			8,184.04				
555-1101-494.22-44		2100686	VANTIV INTEGRATED PAYMENTS	6/8/2021	052021B	811.38	BANKCARD FEES MUSEUM
Total for Fund			555	FMLY MUSEUM/ARTS & SCIENCE		811.38	
Department			Family Museum				

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Account Number	Project #	Check #	Vendor Name	Chk Date	Invoice #	Trans Amt	Description
Total for Department						811.38	
001-3006-416.22-44		2100684	MERCHANT SERVICES	6/2/2021	521A	1,739.18	BANKCARD FEES INSPECTIONS
Total for Fund			001	GENERAL FUND		1,739.18	
Department			Community Development				
Total for Department						1,739.18	
001-4102-461.22-44		2100684	MERCHANT SERVICES	6/2/2021	521D	70.84	BANKCARD FEES BUSINESS LICENSE
Total for Fund			001	GENERAL FUND		70.84	
Department			Administration				
Total for Department						70.84	
400-5050-480.70-74	CD0080	2100673	MARC GELLERMAN TRUST ACCT	6/16/2021	10450	163,838.24	PURCHASE OF 1124 PARKWAY
Total for Fund			400	CAPITAL PROJECTS		163,838.24	
Department			Capital Projects				
Total for Department						163,838.24	
Grand Total						1,299,526.10	

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ACCT #	ect PRC	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-0000-221.10-00		2100672	TREASURER, STATE OF IOWA	6/7/2021	1158001982	3,454.00	SALES TAX 5/16-5/31/2021
590-0000-221.10-00		2100680	TREASURER, STATE OF IOWA	6/17/2021	1168001524	2,000.00	COPY GR#4869 TO FIX WIRE#
Total for Fund			590			5,454.00	
QC WATERFRONT CONVENTION							
Department			N/A				
Total for Department						5,454.00	
590-2001-494.21-01		3263	HOMETOWN PLG & HTG CO INC	7/7/2021	66229	453.47	QCWCC - LABOR
590-2001-494.21-12		3264	IOWA AMERICAN WATER COMPAN	7/7/2021	89142JUNE21	1,478.79	QCWCC - WATER
590-2001-494.22-99		3262	CINTAS LOC 23M	7/7/2021	4086852676	660.84	QCWCC - LINENS
590-2001-494.22-99		3262	CINTAS LOC 23M	7/7/2021	4087481775	1,203.10	QCWCC - LINENS
590-2001-494.22-99		3262	CINTAS LOC 23M	7/7/2021	4088195265	797.34	QCWCC - LINENS
590-2001-494.22-99		3265	ROCHESTER ARMORED CAR CO.,	7/7/2021	713151	43.32	QCWCC - COURIER MAY
590-2001-494.22-99		3266	THE GREEN THUMBERS	7/7/2021	1-616418	310.00	QCWCC - PLANT SERVICE
590-2001-494.23-06		3261	ADVANCED BUSINESS SYSTEMS, I	7/7/2021	INV226512	224.25	QCWCC - PRINTING CONTRACT
Total for Fund			590			5,171.11	
QC WATERFRONT CONVENTION							
Department							
Total for Department						5,171.11	
Grand Total						10,625.11	

City of Bettendorf Parks Accounts Payable, 07-06-21 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0525-464.21-08	2100CC	MID AMERICAN ENERGY	112384	6/16/2021	0948077018MAY2	70.02	Community Center
001-0525-464.21-08	2100CC	MID AMERICAN ENERGY	112384	6/16/2021	0969077019MAY2	340.65	Community Center - Bldg
001-0525-464.21-08	2100PM	MID AMERICAN ENERGY	112384	6/16/2021	0628077011MAY2	63.84	CC Pk Garage Pk Maint
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0045153004MAY2	10.00	Eagles Landing Shelter
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0322079001MAY2	14.50	Dog Park Lights
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0400125000MAY2	10.51	Lincoln Park Splash Pad
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0459012030MAY2	14.52	Middle Park Gazebo
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0632145009MAY2	21.36	6000 Forest Grove Rd
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0763124005MAY2	48.23	CC Pk Entrance Restroom
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0839154004MAY2	11.11	CC Park Lights Field 7
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0927077017MAY2	52.73	Scheck Park Shelter &
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	032077013MAY2	60.09	VMP Band Shell
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0179077017MAY2	11.44	Park Lagoon North Fountai
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	200077016MAY2	93.51	DG Park Garage
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	221077017MAY2	113.85	DG Park Baseball Field
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	242077018MAY2	37.18	DG Park Stone House
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	263077019MAY2	62.22	Leach Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	305077018MAY2	59.25	Edgewood Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	331090009MAY2	57.64	CC Park Lights Field 5
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	363053047MAY2	10.00	Riverfront Trail Lights
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	368027009MAY2	31.45	CC Park Lights 4 Plex
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	452077013MAY2	38.21	Leach Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	746077019MAY2	1,152.57	Street Lights Parks Dept
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	767077010MAY2	150.02	DG Park Archery Bldg
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	788077011MAY2	48.13	Park Lagoon Warming
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	872077013MAY2	52.18	Meier Park 600 Grant
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	938097007MAY2	10.00	Frozen Landing Parking Lo
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0031156000MAY2	15.58	Bush Scenic Overlook
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0040077019MAY2	141.90	CC Park Lights Field 1
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0061077010MAY2	45.59	CC Park Shelter 3 and
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0082077011MAY2	15.94	CC Park Irrigation and
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0229077029MAY2	11.44	DG Park Shelter 1
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	0250077014MAY2	16.43	CC Park 4Plex Parking

City of Bettendorf Parks Accounts Payable, 07-06-21 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	271077015MAY2	23.06	CC Park Garage/Pump
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	355077023MAY2	13.82	DG Park Shelter 2
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	418077016MAY2	12.27	McManus Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	473159007MAY2	35.01	CC Pk Dog Park Lights
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	586077012MAY2	36.84	McManus Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	843096000MAY2	10.44	Centennial Garden
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	207166036MAY2	10.00	Park Lagoon South Fountai
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	267094001MAY2	10.00	VMP Band Shell
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	578121009MAY2	15.10	Field Sike Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	755166000MAY2	10.00	Middle Pk Playground
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	076157007MAY2	470.84	CC Park Dekhockey &
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	112101010MAY2	36.27	DG Park Restroom
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	718088005MAY2	66.02	CC Park Concession
001-0572-442.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	523111018MAY2	10.00	4th of July
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	684072018MAY2	10.79	Optimist Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	118127018MAY2	191.36	Kiwanis Park
001-0572-442.21-08		MID AMERICAN ENERGY	112384	6/16/2021	653169001MAY2	10.00	Forest Grove Park
001-0572-442.22-99		MILLENNIUM WASTE, INC.	112598	7/7/2021	3157910	150.00	DEKHOCKEY DUMPSTER
001-0572-442.22-99		PS3 ENTERPRISES, INC	112605	7/7/2021	121658	67.00	DEK HOCKEY TOILET
001-0572-442.22-99		PS3 ENTERPRISES, INC	112605	7/7/2021	121590	89.43	PORTA POTTY DEKHOCKEY
001-0572-442.23-07		K & K HARDWARE	112594	7/7/2021	176187	23.45	CLEANING SUPPLIES
001-0572-442.23-07		K & K HARDWARE	112594	7/7/2021	176585	23.22	SHELTER SUPPLIES
001-0572-442.23-07		K & K HARDWARE	112594	7/7/2021	177295	49.24	LUMBER
001-0572-442.23-07		K & K HARDWARE	112594	7/7/2021	177182	42.45	PLUMBING SUPPLIES
001-0572-442.23-07		PS3 ENTERPRISES, INC	112605	7/7/2021	121406	220.00	SPECIAL EVENT PORTA POTTI
001-0572-442.23-23		K & K HARDWARE	112594	7/7/2021	176240	7.00	KEYS FOR REC TEAM
001-0730-443.21-08	REC055	MID AMERICAN ENERGY	112384	6/16/2021	293086002MAY2	10.00	Ice Rink
001-0730-443.22-15	REC055	DEVILS GLEN STORAGE	112587	7/7/2021	060221	103.50	STORAGE A170 JUNE21
001-0730-443.22-15	REC055	DEVILS GLEN STORAGE	112587	7/7/2021	3791440	217.50	F4 STORAGE UNIT
001-0730-443.22-15	REC055	DEVILS GLEN STORAGE	112587	7/7/2021	3791440A	217.50	F3 STORAGE UNIT
001-0730-443.22-15	REC055	DEVILS GLEN STORAGE	112587	7/7/2021	3791440B	217.50	G4 STORAGE UNIT
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	207029002MAY2	10.00	4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	385143004MAY2	10.00	4th of July

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Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	1683007002MAY21	10.00	4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	1183122001MAY21	10.00	Temp 4th of July
001-0740-446.21-08	FEST01	MID AMERICAN ENERGY	112384	6/16/2021	1803133008MAY21	10.00	Temp III 4th of July
001-0740-446.22-99	FEST01	BRENNY'S MOTORCYCLE CLINIC	112416	7/1/2021	0621-2	2,000.00	SOUND BOOTH - 4TH JULY
001-0740-446.22-99	FEST01	JUMPIN JOEY'S	112418	7/1/2021	062401	2,960.00	INFLATABLES - 4TH JULY
001-0740-446.22-99	FEST01	MILLER'S PETTING ZOO	112419	7/1/2021	050721	2,500.00	PETTING ZOO & TRAIN - 4TH
001-0740-446.22-99	FEST01	VINE MINISTRY	112421	7/1/2021	060421	3,000.00	CLEANING SERVICES 4THJULY
001-0740-446.22-99	FEST01	REGUL, T. J.	112420	7/1/2021	17	600.00	MAGIC AND BALLOON SRVCS
001-0740-446.22-99	FEST01	BRENNY'S MOTORCYCLE CLINIC	112416	7/1/2021	0621-1	9,995.00	4TH OF JULY BANDS
001-0740-446.22-99	FEST01	J & M DISPLAYS, INC.	112417	7/1/2021	53253	27,500.00	4TH OF JULY FIREWORKS
400-5050-480.22-99	REC055	BAHLS & ASSOCIATES, INC.	112379	6/16/2021	153	1,575.00	FROZEN LANDING CHILLER CO
560-0000-201.26-00		PETTY CASH - PARK BOARD	112414	6/30/2021	053021	198.63	TIP REPLACEMENT MAY 2021
560-0525-494.21-08	2100GC	MID AMERICAN ENERGY	112384	6/16/2021	1549137045MAY21	21.95	PHGC Sign
560-0525-494.21-08	2100GC	MID AMERICAN ENERGY	112384	6/16/2021	1116077014MAY21	161.59	PHGC Maintenance Bldg
560-0525-494.21-08	2100GC	MID AMERICAN ENERGY	112384	6/16/2021	1137077015MAY21	319.02	PHGC Pump House
560-0525-494.21-08	2100GC	MID AMERICAN ENERGY	112384	6/16/2021	1278125007MAY21	1,863.40	PHGC Clubhouse
560-0526-494.22-99	2101GC	JANUS BUILDING SERVICES, INC.	112592	7/7/2021	12683	60.00	WINDOW WASHING
560-0711-494.21-10		CENTURY LINK	112582	7/7/2021	15633328703JUN21	175.31	PHONE
560-0711-494.22-02		QUAD CITY TIMES	112607	7/7/2021	93448-1	1,075.00	2021 GOLF GUIDE ADVERT
560-0711-494.22-02		ONMEDIA	112600	7/7/2021	443521	900.00	ONMEDIA ADVERT
560-0711-494.22-02		ONMEDIA	112600	7/7/2021	443520	1,200.00	ONMEDIA ADVERT
560-0711-494.23-07		ALL STAR PRO GOLF, INC.	112578	7/7/2021	INV23014	356.22	GOLF PENCILS
560-0711-494.23-07		BETTENDORF OFFICE PRODUCTS, INC	112580	7/7/2021	0464835-001	13.99	CARD STOCK
560-0711-494.23-07		CINTAS FIRST AID & SAFETY #D89	112583	7/7/2021	8405171470	80.35	FIRST AID SUPPLIES
560-0711-494.23-07		HORNUNGS PRO GOLF SALES, INC.	112590	7/7/2021	505193	180.23	RANGE BASKETS
560-0711-494.23-07		K & K HARDWARE	112594	7/7/2021	176902	10.50	KEY COPIES
560-0713-494.23-06	PHG014	BETTENDORF OFFICE PRODUCTS, INC	112580	7/7/2021	0464692-001	159.98	CREDIT CARD PAPER
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8970029A	129.44	SUPPLIES
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8978799B	102.26	SUPPLIES
560-0713-494.23-07	PHG014	MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8978799C	101.43	CHEMICALS/THE FORGE
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8982255	52.55	SUPPLIES
560-0713-494.23-07		CINTAS FIRST AID & SAFETY #D89	112583	7/7/2021	8405171471	12.20	FIRST AID SUPPLIES
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8988646	387.90	SUPPLIES

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560-0713-494.23-07	PHG014	PETTY CASH - PARK BOARD	112603	7/7/2021	052221A	16.99	SUPPLIES
560-0713-494.23-07		PETTY CASH - PARK BOARD	112603	7/7/2021	052221B	16.99	SUPPLIES FOR FORGE
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8997764A	440.15	SUPPLIES
560-0713-494.23-07		TPC	112610	7/7/2021	6691698	248.06	SUPPLIES
560-0713-494.23-07	PHG014	TPC	112610	7/7/2021	6693135A	31.00	SUPPLIES
560-0713-494.23-07		MISCELLANEOUS	112410	6/30/2021	062521	175.00	CATERING REFUND
560-0713-494.23-26		COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	973335	318.66	POP
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8973550	497.26	FOOD
560-0713-494.23-26	PHG014	MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8970029	3,191.37	FOOD
560-0713-494.23-26		COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	976640	398.34	POP
560-0713-494.23-26		COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	976640A	278.04	POP/THE FORGE
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8978799	2,890.42	FOOD
560-0713-494.23-26	PHG014	MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8982255A	760.04	FOOD
560-0713-494.23-26		TPC	112610	7/7/2021	6682712	44.15	FOOD
560-0713-494.23-26		TPC	112610	7/7/2021	6679063	26.43	FOOD
560-0713-494.23-26		COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	980950	112.52	POP FOR FORGE
560-0713-494.23-26	PHG014	COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	980950A	688.84	POP FOR GRILL
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8988646B	3,590.66	FOOD - GRILL
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	052221	9.90	FOOD FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	050421	16.76	FOOD FOR RESALE
560-0713-494.23-26	PHG014	PETTY CASH - PARK BOARD	112603	7/7/2021	050221	41.38	FOOD FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	050621	4.38	FOOD FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	050321	31.45	FOOD FOR RESALE
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	050521	14.97	FOOD FOR RESALE
560-0713-494.23-26	PHG014	MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8970029CR	-97.15	FOOD CREDIT
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8959497CR	-22.19	FOOD CREDIT
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	061021	4.74	FOOD
560-0713-494.23-26		COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	985045	87.84	POP FOR FORGE
560-0713-494.23-26	PHG014	COCA-COLAATLANTIC BOTTLING CO	112585	7/7/2021	985045A	853.84	POP FOR GRILL
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8978799CR	-41.45	FOOD CREDIT
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8997764	3,310.45	FOOD FOR RESALE
560-0713-494.23-26		TPC	112610	7/7/2021	6694455	42.38	FOOD FOR RESALE
560-0713-494.23-26		TPC	112610	7/7/2021	6694796	207.66	FOOD

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Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
560-0713-494.23-26		TPC	112610	7/7/2021	6693135	220.20	FOOD
560-0713-494.23-26		PETTY CASH - PARK BOARD	112603	7/7/2021	061721	38.38	FOOD FOR RESALE
560-0713-494.23-27		LOTA SPIRITS DISTRIBUTING, LLC	112596	7/7/2021	39170	1,149.52	LIQUOR FOR RESALE
560-0713-494.23-27		7G DISTRIBUTING LLC	112385	6/16/2021	348478-9	296.00	BEER FOR RESALE
560-0713-494.23-27		7G DISTRIBUTING LLC	112385	6/16/2021	421821	2,271.15	BEER FOR RESALE
560-0713-494.23-27	PHG014	IOWA BEVERAGE SYSTEMS INC	112405	6/23/2021	W-4075226	185.37	BEER FOR RESALE
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	112405	6/23/2021	W-4075226A	969.13	BEER FOR RESALE
560-0713-494.23-27		LOTA SPIRITS DISTRIBUTING, LLC	112406	6/23/2021	39297	812.92	BEER FOR RESALE
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	112411	6/30/2021	W-4082019	268.20	BEER FOR RESALE
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	112411	6/30/2021	W-4081261	1,503.72	BEER FOR RESALE
560-0713-494.23-27	PHG014	IOWA BEVERAGE SYSTEMS INC	112411	6/30/2021	W-4081261A	128.88	BEER FOR RESALE
560-0713-494.23-27		7G DISTRIBUTING LLC	112415	6/30/2021	426074	739.65	BEER FOR RESALE
560-0713-494.23-27	PHG014	7G DISTRIBUTING LLC	112415	6/30/2021	423888	101.25	BEER FOR RESALE
560-0713-494.23-27		7G DISTRIBUTING LLC	112415	6/30/2021	423888A	1,471.85	BEER FOR RESALE
560-0713-494.23-27		LOTA SPIRITS DISTRIBUTING, LLC	112413	6/30/2021	39469	786.36	LIQUOR FOR RESALE
560-0713-494.23-27		LOTA SPIRITS DISTRIBUTING, LLC	112413	6/30/2021	28559	-104.58	CREDIT FOR RETURN
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	112411	6/30/2021	W-4087486	1,195.15	BEER FOR RESALE
560-0713-494.23-27		7G DISTRIBUTING LLC	112415	6/30/2021	311273	739.65	BEER FOR RESALE
560-0715-494.22-99		MILLENNIUM WASTE, INC.	112598	7/7/2021	3158469	180.00	GARBAGE SERVICE
560-0715-494.23-07		SITEONE LANDSCAPE SUPPLY, LLC	112609	7/7/2021	108849025-001	-4.80	CREDIT EXCHANGE
560-0715-494.23-07	PHG014	SITEONE LANDSCAPE SUPPLY, LLC	112609	7/7/2021	108814882-001	25.76	PVC PIPE
560-0715-494.23-07	PHG014	SITEONE LANDSCAPE SUPPLY, LLC	112609	7/7/2021	108765864-001	2.31	IRRIGATIONS REES
560-0715-494.23-07		BOYLERS ORNAMENTAL IRON, INC.	112581	7/7/2021	21071401	1,648.16	MEMORIAL BENCH
560-0715-494.23-25	PHG014	D & K PRODUCTS	112586	7/7/2021	0527351-IN	46.00	FERTILIZER
570-0000-221.10-00		MISCELLANEOUS	112599	7/7/2021	2008919.002A	20.31	SALES TAX REFUND
570-0000-351.09-01		MISCELLANEOUS	112599	7/7/2021	2008919.002	290.19	SENIOR MEMBERSHIP REFUND
570-0525-494.21-01	2100LF	K & K HARDWARE	112382	6/16/2021	174031	18.99	LIGHT BULBS
570-0525-494.21-08	2100LF	MID AMERICAN ENERGY	112384	6/16/2021	376077017MAY2	3,873.25	Life Fitness Center
570-0526-494.22-99	2101LF	CINTAS LOC 23M	112584	7/7/2021	4084341627	29.19	MATS
570-0526-494.22-99	2101LF	GS MAINTENANCE LLC	112588	7/7/2021	1950	1,200.00	CLEANING CONTRACT
570-0526-494.22-99	2101LF	GS MAINTENANCE LLC	112588	7/7/2021	1954	1,200.00	CLEANING CONTRACT
570-0703-494.13-03		AMERICAN RED CROSS	112579	7/7/2021	22350770	288.00	STAFF TRAINING
570-0703-494.13-03		AMERICAN RED CROSS	112579	7/7/2021	22348199	1,344.00	STAFF CERTIFICATION

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570-0703-494.13-03		AMERICAN RED CROSS	112579	7/7/2021	22350373	224.00	STAFF CERTIFICATION
570-0703-494.22-33	REC026	JACKSON, ANGELO	112381	6/16/2021	053021	156.00	SOCCER OFFICIAL
570-0703-494.22-33	REC026	FROST, LAUREN	112380	6/16/2021	053021	156.00	SOCCER OFFICIAL
570-0703-494.22-33	REC026	LATHAM, HENRY	112383	6/16/2021	053021	39.00	SOCCER OFFICIAL
570-0703-494.22-33	REC007	SZEGDA, AUSTIN MICHAEL	112407	6/23/2021	053021	112.00	COED SUMMER OFFICIALS
570-0703-494.22-33	REC026	LATHAM, HENRY	112383	6/16/2021	053021	-39.00	SOCCER OFFICIAL
570-0703-494.22-33	REC026	LATHAM, HENRY	112412	6/30/2021	053021	39.00	SOCCER OFFICIAL
570-0703-494.22-99		KNOWLES, THOMAS R	112595	7/7/2021	053021	666.67	ANNUAL PAY ASST BAND DIRE
570-0703-494.22-99		HUGHES, BRIAN	112591	7/7/2021	060121	2,500.00	PARK BAND DIRECTOR
570-0703-494.22-99		JONES, LINDA	112593	7/7/2021	063021	350.00	COOKING CLASS INSTRUCTION
570-0703-494.23-07	REC032	PAPA MURPHY'S	112602	7/7/2021	143663	50.59	PIZA FOR TL TRAINING
570-0703-494.23-07	REC015	PAPA MURPHY'S	112602	7/7/2021	143657	52.43	PIZZA FOR TRAINING
570-0703-494.23-07	REC020	PAPA JOHNS	112601	7/7/2021	143666	122.99	PIZZA FOR PLAYGROUNDS TRA
570-0706-494.23-07		CINTAS FIRST AID & SAFETY #D89	112583	7/7/2021	8405171472	111.60	FIRST AID SUPPLIES
575-0525-494.21-01	2100PL	K & K HARDWARE	112382	6/16/2021	174643	42.25	GROUT SUPPLIES
575-0525-494.21-01	2100PL	K & K HARDWARE	112382	6/16/2021	175877-2021	81.97	TOOLS AND PARTS
575-0525-494.21-01	2100PL	POOL TECH, INC.	112604	7/7/2021	23561-1	1,407.73	PUMP FOR SPLASH BABY POOL
575-0525-494.21-08	2100PL	MID AMERICAN ENERGY	112384	6/16/2021	095077016MAY21	3,849.62	Splash Landing North Pump
575-0525-494.21-08	2100PL	MID AMERICAN ENERGY	112384	6/16/2021	284077027MAY21	1,952.96	Splash Landing South Pump
575-0704-494.13-03		AMERICAN RED CROSS	112579	7/7/2021	22346744	320.00	LIFEGUARD CERTIFICATION
575-0704-494.13-03		AMERICAN RED CROSS	112579	7/7/2021	22350770A	280.00	STAFF TRAINING
575-0704-494.22-13		SCOTT COUNTY HEALTH DEPARTMENT	112608	7/7/2021	2868-060321	441.00	POOL INSPECTIONS
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8973550A	19.70	POOL FOOD
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8970029B	969.06	POOL FOOD
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8978799A	395.99	FOOD FOR POOL
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8982255B	59.55	FOOD FOR POOL
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8988646A	437.99	FOOD - SPLASH
575-0704-494.23-03		COCA-COLA ATLANTIC BOTTLING CO	112585	7/7/2021	972332	659.28	DRINKS FOR CONCESSIONS
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8970029CR-A	-46.12	FOOD CREDIT
575-0704-494.23-03		COCA-COLA ATLANTIC BOTTLING CO	112585	7/7/2021	980949	659.32	DRINKS CONCESSIONS
575-0704-494.23-03		COCA-COLA ATLANTIC BOTTLING CO	112585	7/7/2021	985042	1,003.20	DRINKS CONCESSIONS
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8997756	2,990.81	FOOD CONCESSIONS
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	112597	7/7/2021	8988637	2,304.01	FOOD CONCESSIONS

City of Bettendorf Parks Accounts Payable, 07-06-21 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
575-0704-494.23-03		TPC	112610	7/7/2021	6688465	73.33	FOOD CONCESSIONS
575-0704-494.23-07		K & K HARDWARE	112382	6/16/2021	914648	1.60	FINANCE CHARGE
575-0704-494.23-07		CINTAS FIRST AID & SAFETY #D89	112583	7/7/2021	8405171469	265.30	ICE PARKS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4962043	414.66	CHEMICALS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4963336	1,286.62	CHEMICALS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4954527	922.23	CHEMICALS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4957971	381.92	CHEMICALS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4952348	394.13	CHEMICALS
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4952286	1,156.67	CHEMICALS
575-0704-494.23-07		QC ANALYTICAL SERVICES LLC	112606	7/7/2021	2105166	65.00	WATER SAMPLE
575-0704-494.23-07		HAWKINS INC.	112589	7/7/2021	4966463	218.24	CHEMICALS
						131,716.99	