Bettendorf IOWA

*a premier city*

# *Vision*

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

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

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

**MONDAY, OCTOBER 3, 2022**
**5:00 P.M.**

**The Bettendorf City Council Committee of the Whole meeting will be open to the public. Additionally, the City of Bettendorf will broadcast this public meeting online at http://www.bettendorf.org/live-meeting**

# AGENDA

## I. OPERATIONAL ITEMS

- Public hearing and resolution regarding the lease of certain city-owned real property pursuant a Shared Use Agreement with the YMCA of the Iowa Mississippi Valley – City Administrator Decker Ploehn and Attorney Chris Curran ***(See Items to Appear #6 and 7)***

- Public hearing and resolution regarding the sale of approximately 3.05 acres of city-owned real estate located at 2222 Middle Road, Bettendorf, Iowa – City Administrator Decker Ploehn City Attorney Chris Curran ***(See Items to Appear #8 and 9)***

- Resolution approving Amendment #1 for The Landing final design with RDG Planning & Design – Public Works Director Brian Schmidt ***(See Items to Appear #10)***

- First reading of an ordinance regarding the applicability of Sections 657A.1 through 657A.10 of the Code of Iowa – City Attorney Chris Curran ***(See Items to Appear #12)***

- Resolution authorizing the Mayor to enter into a contract between the City of Bettendorf and RDG Planning & Design for the update of the Comprehensive Plan and Zoning Regulations – Community Development Director Mark Hunt ***(See Items to Appear #11)***

## II. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for proposed Lots 2 and 3, FG80 Holdings Second Addition, submitted by Kevin Koellner/Focus Real Estate Development (Case 22-059) – Community Development Director Mark Hunt ***(See Consent Item G)***

- Resolution approving a preliminary plat of Legacy Corners, submitted by Rob Fick/Middle Road Developers, LC (Case 22-070 – Community Development Director Mark Hunt ***(See Consent Item H)***

*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.*

**CONSENT AGENDA ITEMS CONT'D**

- Resolution approving Change Order #1 for the FG80 Site Development Sanitary and Storm Sewer Project – Public Works Director Brian Schmidt ***(See Consent Item E)***

## III. REMAINING CONSENT AGENDA ITEMS

## IV. ITEMS ADDED BY MAYOR AND COUNCIL

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

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

**TUESDAY, OCTOBER 4, 2022**
**7:00 P.M.**

**The Bettendorf City Council meeting will be open to the public.**
**Additionally, the City of Bettendorf will broadcast this public meeting online at**
**http://www.bettendorf.org/live-meeting**

# AGENDA

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION –** Given by Bettendorf Police and Fire Chaplain and Pastor of Asbury United Methodist Church, Pastor Tom Carver

4. **PROCLAMATION –** Cybersecurity Awareness Month, October 2022

5. **PUBLIC REQUESTS OF COUNCIL –** The public is welcome to make a request of council on any item not already on the agenda for public hearing. Please limit your comments to two minutes. Please try not to be repetitive. Please refrain from outbursts, like clapping and yelling. Please be respectful with your comments.

6. **PUBLIC HEARING**

   Regarding the lease of certain city-owned real property pursuant to a Shared Use Agreement with the YMCA of the Iowa Mississippi Valley

7. **RESOLUTION**

   Council Member Naumann to present a resolution approving the lease of certain city-owned real property pursuant to a Shared Use Agreement with the YMCA of the Iowa Mississippi Valley

8. **PUBLIC HEARING**

   Regarding the sale of real estate located at 2222 Middle Road, Bettendorf, Iowa, commonly known as the Life Fitness Center

9. **RESOLUTION**

   Council Member Baden to present a resolution approving the sale of real estate located at 2222 Middle Road, Bettendorf, Iowa, commonly known as the Life Fitness Center

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

**10.** **RESOLUTION –** Approving Amendment #1 for The Landing final design with RDG Planning & Design

Council Member Brown to present a resolution approving Amendment #1 for The Landing final design with RDG Planning & Design

**11.** **RESOLUTION –** Authorizing the Mayor to enter into a contract between the City of Bettendorf and RDG Planning & Design for the update of the Comprehensive Plan and Zoning Regulations

Council Member Connors to present a resolution authorizing the Mayor to enter into a contract between the City of Bettendorf and RDG Planning & Design for the update of the Comprehensive Plan and Zoning Regulations

**12.** **ORDINANCE –** Amending Title 4, Chapter 1 of the City Code of the City of Bettendorf, Iowa by adding a new Section 4-1-7 "Applicability of Iowa Code Chapter 657A" ***(Staff recommends waiving the second and third readings)***

Council Member Sechser to present the first reading of an ordinance amending the City Code of the City of Bettendorf by adding Section 4-1-7 "Applicability of Iowa Code Chapter 657A"

**13.** **ORDINANCE**

Council Member Adamson to present the second reading of an ordinance amending Section 10-4A-2 entitled "Non-Uniform Amendments" of the City Code of the City of Bettendorf

**14.** **ORDINANCE**

Council Member Sechser to present the second reading of an ordinance amending City Code Section 8-1-1 "Water Well Construction Permit" by adding a LUST site at 1740 State Street

**15.** **ORDINANCE**

Council Member Brown to present the third and final reading of an ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zones Enumerated" by adding a No Parking Zone on Ontario Drive

**16.** **ORDINANCE**

Council Member Connors to present the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for 3618 Middle Road, Lot 5, Victor Archer's Addition, A-2, Rural Residence District to C-2, Community Commercial District

**17.** **CONSENT AGENDA**

**18.** **ADJOURN**

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

**CONSENT AGENDA**
**OCTOBER 4, 2022**

**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 September 20, 2022 (Approve and Adopt)

B. Resolution awarding the contract and approving the contract and bond for the 2023 Intake Repair Program. (Approve and Adopt)

C. Resolution awarding the contract and approving the contract and bond for the 29th Street and Middle Road Traffic Signal Installation Project. (Approve and Adopt)

D. Resolution accepting improvements for the 2022 Pavement Preservation Program. (Approve and Adopt)

E. Resolution approving Change Order #1 for the FG80 Site Development Sanitary and Storm Sewer Project. (Approve and Adopt)

F. Resolution approving the final plat of FG80 Holdings Second Addition (replat of Lot 1 and Lot 5, FG80 Holdings First Addition), submitted by Kevin Koellner/Focus Real Estate Development (Case 22-058). (Approve and Adopt)

G. Resolution approving a site development plan for proposed Lots 2 and 3, FG80 Holdings Second Addition, submitted by Kevin Koellner/Focus Real Estate Development (Case 22-059). (Approve and Adopt)

H. Resolution approving a preliminary plat of Legacy Corners, submitted by Rob Fick/Middle Road Developers, LC (Case 22-070). (Approve and Adopt)

I. Resolution approving Civil Service List for the Building Maintenance position in the Public Works Department. (Approve and Adopt)

J. Resolution approving Civil Service List for the GIS position in the Public Works Department. (Approve and Adopt)

K. Resolution approving Civil Service List for the Sanitation Worker position in the Public Works Department. (Approve and Adopt)

L. Resolution approving the job description, pay grade and recruitment process for the Business Development position at the Family Museum in the Culture and Recreation Department. (Approve and Adopt)

M. Resolution approving liquor license renewals and requests for QC Mart ( Grant St. location); Crow Valley Golf Club; Twin Span Brewing; and Madella Wine & Spirits. (Approve and Adopt)

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

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

***Office of the Mayor***
***Proclamation***

***WHEREAS,*** *the City of Bettendorf recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have a significant impact on our individual and collective safety and privacy; and*

***WHEREAS,*** *critical infrastructure (i.e., financial services, educational institutions, energy, telecommunications, transportation, utilities, health care, emergency response systems, etc.) is increasingly reliant on the support of information systems and technology; and*

***WHEREAS,*** *cybersecurity education and awareness are crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected devices; and*

***WHEREAS,*** *maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of essential cyber hygiene will improve the security of the City of Bettendorf's information, infrastructure, and economy.*

***NOW, THEREFORE****, I, Robert S. Gallagher, Mayor of the City of Bettendorf, do hereby proclaim the month of October 2022 as:*

*"CYBERSECURITY AWARENESS MONTH"*

*and declare the City of Bettendorf officially a Cybersecurity Awareness Champion.*

***Dated*** *this 4th day of October, 2022.*

_____

*Mayor Robert S. Gallagher*

**MEETING DATE: October 4, 2022**

# COUNCIL LETTER

**REQUESTED BY: Chris Curran**

**ITEM TITLE:**

Resolution Approving the Lease of Certain City-Owned Real Property Pursuant to a Shared Use Agreement with the YMCA of the Iowa Mississippi Valley.

**Explanation:**

This resolution contemplates approval of a Shared Use Agreement with the Scott County Y. The Shared Use Agreement calls for the construction of new aquatic facilities to be constructed at the City-owned Middle Park. The City will own the constructed improvements and will lease the aquatic facilities to the Scott County Y for a term of twenty (20) years pursuant to the terms described in the Shared Use Agreement. As described in the Shared Use Agreement, the Scott County Y will be responsible for the operation and maintenance of the aquatic facilities, and the City will be responsible for capital expenditures and replacements. The aquatic facilities will be open to the general public and Scott County Y members. The twenty year lease requires a public hearing pursuant to Iowa Code section 364.7.

**List Attachments:**

- Resolution
- Shared Use Agreement

**RESOLUTION _____-22**

**RESOLUTION APPROVING THE LEASE OF CERTAIN CITY-OWNED REAL PROPERTY PURSUANT TO A SHARED USE AGREEMENT WITH THE YMCA OF THE IOWA MISSISSIPPI VALLEY**

WHEREAS, the City Council has before it a proposed Shared Use Agreement ("Agreement") whereby it is contemplated that the City of Bettendorf (the "City") and the Young Men's Christian Association of the Iowa Mississippi Valley (the "Scott County Y" or "Lessee") will construct new aquatic facilities on City-owned property and the City will lease the aquatic facilities to the Scott County Y pursuant to the terms of the Agreement;

WHEREAS, the City is the owner of the real estate upon which the aquatic facilities will be constructed, and the City will own the aquatic facilities upon completion of the improvements;

WHEREAS, the contemplated lease is for a term of twenty (20) years, contemplates services provided by the Scott County Y, and requires the aquatic facilities are open to the general public as well as members of the Scott County Y;

WHEREAS, the Iowa Code Section 364.7 requires that a public hearing be held prior to the disposition of city-owned real estate, and due notice of such public hearing has been provided.

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, as follows:

1. That the Shared Use Agreement is approved; and

2. That the lease arrangement set forth in the Shared Use Agreement is approved; and

3. That the Mayor is authorized to sign the Shared Use Agreement, and the City Clerk is authorized to attest to the Mayor's signature on said document.

Passed, Approved and Adopted this _____ day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

**SHARED USE AGREEMENT**
**CITY OF BETTENDORF AND SCOTT COUNTY FAMILY Y**

THIS AGREEMENT is made and entered into as of October_____, 2022, (the "Agreement") by and between the CITY OF BETTENDORF ("City") and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE IOWA MISSISSIPPI VALLEY ("YMCA"):

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, YMCA is an Iowa non-profit corporation organized and existing under the laws of the State of Iowa and is a private agency as defined in Iowa Code Chapter 28E;

WHEREAS, public agencies may enter into an agreement with a private agency for joint and cooperative actions pursuant to Iowa Code Chapter 28E;

WHEREAS, the City intends to construct certain improvements and facilities, including a new outdoor aquatic facility, associated concession building and support structures, new parking facilities, and a future outdoor ice facility;

WHEREAS, the YMCA has developed certain expertise in operating aquatic facilities and desires to use and operate the Aquatic Facilities (as defined below) in the manner set forth in this Agreement;

WHEREAS, the Aquatic Facilities will be constructed utilizing funding from the City, the YMCA, and private funding;

WHEREAS, the parties expect to obtain private funding for approximately one third of the cost of construction of the Aquatic Facilities;

WHEREAS, the YMCA is facing spacing needs for certain programming and is desirous of purchasing the real property located at 2222 Middle Road, Bettendorf, Iowa pursuant to a separate agreement (the "Real Estate Purchase Agreement"), and the City is amenable to such sale;

WHEREAS, the City and YMCA have agreed that cooperative action will be to their mutual advantage, and will allow more efficient use of the Aquatic Facilities, and will promote the health and welfare of the public;

WHEREAS, the City and YMCA wish to provide for the terms and conditions under which the parties are willing to utilize the Aquatic Facilities for public and YMCA programmatic purposes pursuant to Iowa Code Chapter 28E.

NOW, THEREFORE, the City and YMCA agree as follows:

1. **Aquatic Facilities**. The City shall construct the aquatic facility, associated vertical infrastructure, parking lot, and related ancillary improvements at Middle Park in Bettendorf, Iowa, as described on Exhibit A (the "Aquatic Facilities"), utilizing funding as described herein. The Aquatic Facilities shall include vertical infrastructure to service both the Aquatic Facilities and a future outdoor ice facility, and such vertical infrastructure is intended to provide concession services, lockers, bathrooms, and other amenities deemed appropriate. The parties understand and agree that the vertical infrastructure will also

be used by the City for the operation of the ice facility, and the YMCA shall have no obligation for the operation of the vertical infrastructure during such time as the ice facility is in operation. The parties understand and agree that the new parking lot constructed as part of the project described herein is a public parking lot intended for public use, including the Aquatic Facilities and ice facility. Additionally, the current parking lot located west of the current swimming pool shall remain a public parking lot. The YMCA will lease the Aquatic Facilities under the terms herein, and will operate the Aquatic Facilities as set forth in this Agreement.

2. **Term of Agreement.** The term ("Term") of this Agreement shall commence upon the filing of this Agreement with the Iowa Secretary of State's Office (the "Commencement Date"), and, unless terminated earlier pursuant to this Agreement, shall expire twenty (20) years from the date of the issuance of the certificate of occupancy for the Aquatic Facilities (the "Expiration Date"). No later than eighteen (18) months preceding the expiration of the twenty (20) year term, the parties shall commence discussions regarding a potential extension of this Agreement.

3. **Funding Provisions**.

A. The YMCA agrees to contribute up to Four Million Five Hundred Sixty Nine Thousand One Hundred Sixty Dollars ($4,569,160.00) (the "YMCA Funds") toward the planning, design and construction of the Aquatic Facilities as set forth in the Construction Budget (as defined below). For avoidance of doubt, the purchase price paid to the City under the Real Estate Purchase Agreement ($1,430,840.00) shall be allocated to the Aquatic Facilities and will be part of the Construction Budget.

B. The City agrees to contribute up to Six Million Dollars ($6,000,000) (the "City Funds") toward the planning, design and construction of the Aquatic Facilities as set forth in the Construction Budget.

C. In the event additional grant funds or private contributions are secured, the parties may agree to increase the funding caps set forth above, in a manner consistent with the Construction Budget. The parties shall execute an amendment to this Agreement to memorialize the increased funding caps and any materially revised Construction Budget.

4. **Planning of the Design and Construction of Aquatic Facilities**. The parties shall jointly develop plans for the design and construction of the Aquatic Facilities consistent with an approved budget. The parties have jointly selected RDG Planning & Design as the architect/engineer to prepare the plans for the Aquatic Facilities. Both parties shall have the right to participate in the planning process with the architect/engineer and to approve the final plans and any revisions to the plans.

5. **Approved Project Construction Budget and Project Completion**.

A. Each party shall expend its own funds according to final construction budget relating to the Aquatic Facility, as formally approved by the parties ("Construction Budget"). The Construction Budget shall be the parties' estimate of the cost of construction, furnishing, and equipping the Aquatic Facilities. The Construction Budget shall be considered as a part of this Agreement as if fully set forth herein. For avoidance of doubt, the City and the YMCA intend to fund the construction (as reflected in the Construction Budget) of the Aquatic Facility at equal levels (inclusive of the purchase price under the Real Estate Purchase Agreement). In the event of cost overruns, the City and YMCA agree to split any such cost overrun, acknowledging that both parties will endeavor to obtain additional private funding for such cost overrun.

B. The Construction Budget shall include, without limitation, the Aquatic Facilities construction costs and all soft costs such as architect fees, engineering fees, surveys, soil investigations, and permit fees, as are allocated between the City and YMCA in the Construction Budget. The Construction Budget shall also include equipment, furnishings and other items to equip and furnish the Aquatic Facilities.

C. The parties shall be responsible for the construction cost of the Aquatic Facilities. The Aquatic Facilities shall be constructed on a joint or cooperative basis in order to reduce the overhead costs.

D. The Construction Budget shall set forth the capital expenditures by each party toward the construction, equipping and furnishing the Aquatic Facilities.

E. The City shall enter into the construction contracts to construct the Aquatic Facilities in accordance with the Plans and Construction Budget, subject to the following:

(1) YMCA may review and consult with the City before the City enters into such contracts;

(2) YMCA may review any proposed change orders; provided, however, only the City shall be authorized to execute any change orders for the Aquatic Facilities;

(3) Each party shall approve the final acceptance of the completed Aquatic Facilities from the contractor and/or vendors in writing.

F. At all times, the City shall own the Aquatic Facilities, including the real estate and all attached fixtures, subject to the terms and conditions of this Agreement.

6. **Rent**. YMCA shall pay to the City an annual rental amount of One Dollar ($1.00) per year for twenty (20) years for its use of the Aquatic Facilities. The YMCA shall have possession of the Aquatic Facilities (and the ice facility, to the extent the ice facility is able to be used for overflow seating for the Aquatic Facility) during the pool season, including all related opening and closing activities. For avoidance of doubt, the parking lot shall remain open to the public. The City shall use the vertical infrastructure and parking lot during any period of time in which the ice facility is open, including such times as necessary to prepare the ice facility for opening. The parties shall work together to develop a schedule of operation of the Aquatic Facilities and ice facility, including opening and closing of the Aquatic Facilities and ice facility.

7. **Operation of the Aquatic Facilities**. The YMCA is responsible for the operation of the Aquatic Facilities during the Term of this Agreement, as such obligations are further addressed herein and in the operating budget.

A. Licenses and Permits. The YMCA shall be responsible for obtaining all necessary permits and licenses for the operation of the Aquatic Facilities and shall pay all costs associated therewith.

B. Fees. The Aquatic Facilities will be operated by the YMCA utilizing the expertise of the YMCA in the operation of similar facilities. Access to the Aquatic Facilities shall be available through a YMCA membership or through a daily fee. Daily fee entry shall not require a YMCA membership. The daily fee price shall be reasonably commensurate to other publicly available aquatic facilities in the Quad-

Cities area. In accordance with the mission of the YMCA, financial assistance is available to youth and families in need of such assistance.

C. Scheduling of Aquatic Facilities. The Aquatic Facilities shall be open to the public and YMCA members during all regularly scheduled hours. The parties expect typical hours of operation to be 11 a.m. to 5 p.m., seven (7) days per week during the outdoor pool season. The City and the YMCA may, from time to time, and particularly in the morning hours of the summer, provide access to camp and group members, including City summer camp participants and YMCA groups and camps. During all regularly scheduled hours, daily fee guests and YMCA members shall all enjoy the same amenities. Special privileges shall not be afforded YMCA members.

D. General Provisions Relative to Operation of Aquatic Facilities.

(1) Compliance, Background Checks, Facility Security. The YMCA agrees to comply with all state, federal, local laws and regulations, non-discrimination guidelines applicable to the YMCA and City, including adopted policies, rules, guidelines and procedures (collectively "Policies"). In addition, YMCA agrees to comply with all the Iowa requirements regarding security, background checks for employees, contractors, volunteers and others at the Aquatic Facilities. Consistent with the above, the parties may establish from time to time rules of conduct and behavior for persons within the Aquatic Facilities, which shall be in effect for all persons within the Aquatic Facilities. YMCA staff shall have authority to enforce such rules. YMCA will operate the Aquatic Facilities and all of its programs in a non-discriminatory manner and in a conformity with all laws, rules, procedures and regulations applicable to the parties.

(2) Staffing of the Aquatic Facilities. The YMCA shall provide all staffing for the Aquatic Facilities, including, but not limited to, supervisors, janitorial staff, lifeguards, and concession workers.

(3) Signage. The City and the YMCA shall cooperate in the naming of the Aquatic Facilities. YMCA shall have the right to install signs bearing YMCA identification and logos on the grounds, the exterior of the Aquatic Facilities and within the Aquatic Facilities which have been approved by the City and YMCA. Such signage shall reference the City and YMCA in the manner agreed upon by the parties.

(4) YMCA's Contracts with Third Parties. YMCA shall have the right to negotiate and purchase directly from vendors for the procurement of any supplies including, without limitation, items used, sold or consumed in the Aquatic Facilities. No current or future agreements entered into by the City for said items shall bind YMCA.

(5) Environmental Laws. YMCA will be responsible for compliance with all Federal, State and local environmental laws and regulations. The use of hazardous substances necessary for the operation of the Aquatic Facilities will be in strict compliance with all Federal, State and local laws.

(6) Maintenance of Aquatic Facilities. YMCA shall use its best efforts to maintain and operate the Aquatic Facility in a first-class, safe, and efficient manner, in accordance with YMCA policies, and any joint policies adopted between the City and the YMCA.

(7) Preventative Maintenance. The YMCA shall be responsible for preventative maintenance, as addressed in Section 9.B herein.

8. **Annual Operating Budget**.

A. Operating Budget. YMCA shall prepare an annual operating budget ("Operating Budget") for each fiscal year (which shall commence on January 1, or such other date that YMCA may establish as its fiscal year).

B. Review of Budget. YMCA shall provide a draft copy of its Operating Budget for the Aquatic Facilities to the City no later than thirty (30) days before the beginning of each fiscal year. The City may provide comments to the proposed Operating Budget, subject to final approval by the YMCA board. Notwithstanding the foregoing, the City shall not be required to contribute funds to the Operating Budget, unless such expenditures are approved by the City Council. There is no expectation that the City has any financial operating obligation for the Aquatic Facilities. The YMCA is responsible for the operation of the Aquatic Facilities, and the associated income and expense thereof. The parties recognize that the Aquatic Facilities may operate at a loss, and the YMCA is willing to accept such loss.

C. Payment of Operating Costs. YMCA shall be responsible for the payment of all operating costs of the Aquatic Facilities (including the ice facility to the extent used for the Aquatic Facility) and all operating costs shall be included in the Operating Budget. The operating costs to be paid by YMCA shall include, without limitation:

(1) Repair and keep in good working order of all plumbing, electrical, mechanical, HVAC, pool, sanitation, filtration, and sewer systems and other components, fixtures and equipment in the Aquatic Facilities;

(2) Janitorial and custodial service and supplies for the Aquatic Facilities;

(3) All utilities including without limitation, gas, sewer, water, electricity, heat, air conditioning, telephone, and telecommunications;

(4) All insurance premiums specified in this Agreement;

(5) Repair and keep in good working order all furniture, furnishings, and equipment used in the Aquatic Facilities, including the pool vessel, with the exception of the City's obligation of capital expenditures as described in Section 9;

(6) All personnel costs for the operation of the Aquatic Facilities;

(7) All chemicals and related materials required for the proper operation of a first class aquatic facility;

(8) Landscaping within the fence of the Aquatic Facility (the City shall provide landscaping services outside the fenced area); and

(9) YMCA shall keep the Aquatic Facilities in good and clean condition and repair, including replacements, so as to maintain the Aquatic Facilities in good condition, as at the time of opening of the Aquatic Facilities, subject to only reasonable wear and tear and damage by casualty.

(10) The labor associated with the painting of the pool shell, lazy river and other swimming amenities, as addressed in Section 9.F.

9. **Replacements and Capital Expenditures**.

A. Upkeep and Replacement Responsibilities. The City shall, at its own expense (except as to insured casualties, as provided in Section 17), be responsible for the replacement of the Aquatic Facilities including the replacement of all concrete flatwork, plumbing, electrical, mechanical and HVAC systems and controls, (including the vertical infrastructure) pool sanitation, and filtration systems and all other exterior structural components.

B. Preventative Maintenance. YMCA shall, with the input of the City, prepare a preventative maintenance schedule for all mechanical and electrical systems and equipment in the Aquatic Facilities. YMCA shall perform all scheduled preventative maintenance according to the maintenance schedules. Preventative maintenance obligations shall be part of the YMCA's operating obligations. When the YMCA becomes or is made aware of potential capital replacement issues, YMCA shall promptly notify City in writing of any items that are the responsibility of the City.

C. Inspection of Aquatic Facilities. Annually, the parties shall jointly inspect the Aquatic Facilities to determine if the maintenance, repair and replacements of the Aquatic Facilities or component parts thereof are acceptable to the parties. If the maintenance and repair of the Aquatic Facilities is not in accordance with acceptable standards, necessary maintenance, repairs or replacements needed shall be commenced within thirty (30) days and completed within a reasonable time.

D. Capital Expenditures. The City shall annually review and approve a capital expenditures budget ("Capital Expense Budget") for the replacement of major components of the Aquatic Facilities as such components reach the end of their useful lives. The City may amend the annual Capital Expense Budget as may be needed. The parties may project and review annually an anticipated future capital expenditures for three (3) and/or five (5) years in the future. For avoidance of doubt, the City is responsible for capital expenditures for the Aquatic Facilities.

E. Repair/Replace. The parties acknowledge that the distinction between operations (repair) and capital expenditure (replace) is unclear in certain circumstances. The general guidelines the parties will use in analyzing this distinction are cost to repair (under $5000.00 considered to be operational) and expected useful life (under 2 years considered operational). In the event of disagreement, the parties will utilize the process set forth in Section 10 to resolve such dispute.

F. Painting of Aquatic Facilities. The parties are jointly responsible for the painting of the pool shell, lazy river, and other swimming amenities. The parties agree to annually review the need to paint such amenities. When painting is required, the City shall be responsible for the purchase of the paint and other necessary supplies. The YMCA shall be responsible for the labor involved in the preparation of the surface and the application of paint.

10. **Executive Committee**. An executive committee ("Executive Committee") consisting of the CEO of the YMCA and the City Administrator of the City shall meet and confer on any substantial issue

that arises in the use and operation of the Aquatic Facility. The Executive Committee shall not be empowered to alter or amend this Agreement, but rather to facilitate the resolution of any issues that may arise.

11. **Restrictions on Use**. The parties shall not use, or permit the use of, the Aquatic Facilities for any purpose which would adversely affect the value or character of the Aquatic Facilities. No party shall, at any time or times during the agreement, conduct or permit any activities, program, or practices on the premises which shall violate any federal or state constitutional, regulatory or statutory provisions, or which would change, jeopardize, or result from the loss of YMCA's status as a charitable organization under Iowa law or Internal Revenue Code §501(c)(3).

The YMCA represents to the City that it has been determined by the IRS to be a §501(c)(3) charitable organization pursuant to the applicable Internal Revenue Code and IRS regulations. Documentation satisfactory to the City has been provided as a condition of this Agreement. The YMCA covenants that it will maintain its status as a qualified §501(c)(3) charitable organization for the life of this Agreement. Annually, the YMCA shall provide to the City copies of its IRS form 990 (or subsequent returns as applicable) outlining its status and compliance with applicable IRS regulations for each year. The YMCA acknowledges that the City anticipates issuing one or more series of tax exempt qualified §501(c)(3) bonds (the "City Bonds") to finance construction of the City Facility. A legal opinion acceptable to the City and its Bond Counsel, confirming the §501(c)(3) status of the YMCA shall be provided to the City as a condition of the issuance of the City Bonds. The YMCA reasonably expects and covenants that it will not use the Aquatic Facilities in any way which will cause the City Bonds to be classified as (i) private activity bonds within the meaning of Section 141 of the Internal Revenue code, or (ii) arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code, or to no longer be classified as "qualified §501(c)(3) bonds". Through the term of this Agreement, the YMCA will comply with the requirements of the Internal Revenue Code and the regulations issued thereunder with respect to the City Bonds. To the actual knowledge of the YMCA, there are no facts or circumstances that would materially change the forgoing statements or the conclusion that it is not expected that the proceeds of the City Bonds will be used in a manner that would cause the City Bonds to be arbitrage bonds, private activity bonds, or fail to be considered "qualified 501(c)(3) bonds". The YMCA will bring to the City's attention any change and facts that could impact the tax status of the City Bonds.

For the life of this Agreement including any extensions, the YMCA covenants not to allow any user or use of occupancy of the Aquatic Facilities for any purpose that would cause interest on the City Bonds to be includable in gross income under Section 103 of the Internal Revenue Code. The YMCA covenants that it will not permit any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity ("Person") to use the Aquatic Facilities if use by such Person is not (1) considered by a "Government Person" as defined in Treasury of Regulation 1.141-1; (2) considered use by an organization described in Section 501(c)(3) of the Internal Revenue Code which is exempt from taxation under Section 501(a) of the Internal Revenue Code ("Tax Exempt Organization"), which does not adversely impact the City Bonds as "qualified 501(c)(3) bonds"; or (3) available for use on the same basis as the "general public use" exception described in Treasury Regulation section 1.141-3, and any such use is in such a manner or to such extent as could adversely affect the exemption from federal income tax of interest on the City Bonds.

Furthermore, the YMCA covenants not to allow use of the Aquatic Facilities which would result in Unrelated Business Income for the YMCA, whether as a result of noncompliance of such use in relation to the YMCA's exempt purpose under Section 501(c)(3), or otherwise. The YMCA represents that the use of the Aquatic Facilities furthers the YMCA's exempt purposes. YMCA covenants to obtain the prior written

approval of the City for any purposed uses beyond use by the YMCA for its stated exempt purposes under Section 501(c)(3), use by other than a Governmental Person, or use by another Tax Exempt Organization. Prior to such approval by the City, a favorable opinion of a nationally recognized Bond counsel shall be obtained by the City and the tax status of the City Bonds will not be adversely impacted by such proposed use, the cost of which shall be reimbursed to the City by the YMCA.

In the event any action or inaction by the YMCA, except for action or inaction based upon prior written consent from the City, causes the City Bonds to lose their tax exempt status, the YMCA shall pay to the City an amount equal to the additional debt service, if any (or settlement amount which the IRS e.g. pursuant to the IRS voluntary closing agreement program (VCAP), or such other program designated to ameliorate the tax status of otherwise nonqualified City Bonds) due on the City Bonds**.**

12. **Taxes**. The YMCA is exempt from income taxes under federal and Iowa law and is qualified as an IRC §501(c)(3) tax exempt charitable organization. The YMCA shall take all action necessary to assure the continuation of the tax exempt status of the YMCA. However, in the event that such exemption is wholly or partially lost, or in the event of public charges or charges in lieu of taxes, the YMCA shall pay, in addition to other amounts provided in this Agreement as they accrue, including all property taxes if levied the Aquatic Facilities or any part thereof, all taxes, assessments and other public charges or charges in lieu of taxes levied upon or assessed against the City of the Aquatic Facilities or the property on which it is located, arising by reason of the YMCA's occupancy and use of the Aquatic Facilities, or the activities carried on therein.

13. **Indemnification**. The YMCA agrees to defend, indemnify and hold harmless the City from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and other claimed damages, including reasonable attorney's fees, investigative fees, suit fees and other costs associated therewith arising out of YMCA's possession, occupancy, maintenance, operation, or use of the Aquatic Facilities, or other activities carried on therein, and which do not arise out of the City's activities in the Aquatic Facilities.

The City agrees to defend, indemnify and hold the YMCA harmless from any and all claims, damages, injuries, demands, settlements, suits, causes of action, and other claimed damages, including reasonable attorneys' fees, investigative fees, suit fees and costs associated therewith arising out of City's use or occupancy of the Aquatic Facilities or other activities which it may carry on therein and which does not arise out of the YMCA's activities in the Aquatic Facilities; nothing in this section shall be construed to waive any immunity applicable to the City as a governmental entity.

14. **Right to Alter and Improve.** YMCA shall have the right to make changes or alterations to of the Aquatic Facilities, subject to the following conditions:

A. No change or alteration which might impair the structural soundness or diminish the value of the building shall be made.

B. No change or alteration shall be made without the prior written consent of the City.

C. Any improvement to the building or to any part thereof and any replacement of equipment or fixtures shall become the property of the City without payment of any kind.

D. The cost of any approved alteration or improvement shall be at the YMCA's expense unless otherwise agreed by the parties.

15. **Fire or Other Casualty Loss**. If all or any part of the Aquatic Facilities is damaged or destroyed by fire or other casualty, the City shall repair and rebuild the structure with reasonable diligence using only the insurance proceeds. All insurance proceeds received pursuant to the provisions of this agreement shall be payable to the City as applicable, and shall be and applied to the payment of such restoration.

If there is a substantial interruption with the YMCA's operation due to fire or casualty damage requiring the YMCA to temporarily close operations, the term of this Agreement shall be tolled for the duration of the period of restoration.

16. **Fire or Casualty Insurance**. The City shall insure the Aquatic Facilities for full replacement cost (but not the YMCA's personal property), and the YMCA shall pay the insurance premiums attributable to the Aquatic Facilities as part of the operating costs of the Aquatic Facilities.

17. **Liability Insurance**. The City and the YMCA shall each carry liability insurance coverage claims arising out of any accident or other occurrence causing any injury and/or damage to any person or property on or about the Aquatic Facilities. Liability policies shall have limits of not less than $5,000,000 for bodily injury per person and $10,000,000 per occurrence. Each party shall name the other party as an additional insured on its liability policy. The cost of liability insurance shall be paid as part of the operating cost of the Aquatic Facility.

18. **Worker's Compensation and Employee's Liability Insurance**. The YMCA shall maintain worker's compensation and employee's liability insurance at statutory limits.

19. **Waiver of Subrogation Rights**. Each of the parties hereby releases the other from any claim for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

20. **Non-Assignment of Interest Under this Agreement**. The YMCA shall not assign its interests under this Agreement without the prior written consent of the City.

21. **Several Obligations**. The obligations of the City and the YMCA under this Agreement are separate obligations, and are not joint obligations. It does not create any separate legal entity, joint venture or partnership.

22. **Termination**. This Agreement may be terminated as follows:

A. By mutual agreement of all the parties;

B. By the City in the event of the YMCA's material breach of any of the terms of this Agreement. Termination shall be accomplished by giving the YMCA written notice specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty (30) days; provided, however, that for so long as a good faith effort is being made to cure any such material breach, the thirty (30) day time period in which to cure shall be extended. Failure to cure the breach within such time period shall result in termination of this Agreement.

C. By the YMCA in the event of the City's material breach of any of the terms of this Agreement. Termination shall be accomplished by giving the City written notice specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty (30) days; provided, however, that for so long as a good faith effort is being made to cure any such material breach, the thirty (30) day time period in which to cure shall be extended. Failure to cure the breach within such time period shall result in termination of this Agreement.

D. In the event of termination, all parties shall be relieved of obligations or duties after the date of termination, but no party shall be relieved of its duties and obligations under this Agreement arising through the date of termination.

E. In the event that the City unilaterally terminates this Agreement other than pursuant to Section 22.B (an ultra vires action), the City shall pay the YMCA the unamortized portion of the YMCA Funds at $228,458.00 per year for the remaining Term. For example, if this Agreement is terminated with fifteen (15) years remaining on the Term, the City shall pay the YMCA $228,458.00 times 15 years or $3,426,870.00. This provision shall survive termination of this Agreement.

F. Upon expiration or termination of this Agreement, the YMCA shall surrender the Aquatic Facilities to the City in a clean, neat and functioning condition, subject only to reasonable wear and tear and or other causes beyond the control of the YMCA. Any additions or improvements affixed to the Aquatic Facilities shall remain with the Aquatic Facilities. Equipment and furnishings which have been replaced shall remain with the Aquatic Facilities upon expiration.

23. **Binding Effect**. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto.

24. **Entire Agreement; Amendment**. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by all parties.

25. **No Joint Venture**. Each party to this Agreement is an independent contractor and shall fulfill its obligations under this Agreement independently of the other parties. This Agreement shall not create any type of joint venture or partnership between the parties hereto.

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

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

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

29. **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

30. **Filing**. A copy of this Agreement shall be filed electronically with the Iowa Secretary of State's Office in the manner specified by the Secretary of State.

31. **Notices.** Any and all notices hereunder shall be in writing and shall be directed to the persons set forth below:

If to City:

City Administrator
City of Bettendorf
1609 State Street
Bettendorf, IA 52722
Facsimile: 563-344-4012
Email: dploehn@bettendorf.org

If to YMCA:

Executive Director and CEO
Scott County Family YMCA
606 W. 2nd Street
Davenport, IA 52801
Facsimile: 563-322-6259
Email: bmartell@ymcaimv.org

Notices may be personally delivered or delivered by facsimile or other commonly used electronic means of communication. Notice may also be given by mailing certified U.S. mail, return receipt requested, with postage thereon prepaid. If notice is delivered personally or electronically, delivery is date of receipt, if by mailing three (3) days after the date of posting.

[*The remainder of this page is intentionally blank. The signature page follows.*]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to authority granted and given as of the day and year first above written.

**CITY OF BETTENDORF, IOWA**

By: _____
Robert S. Gallagher, Mayor

ATTEST:

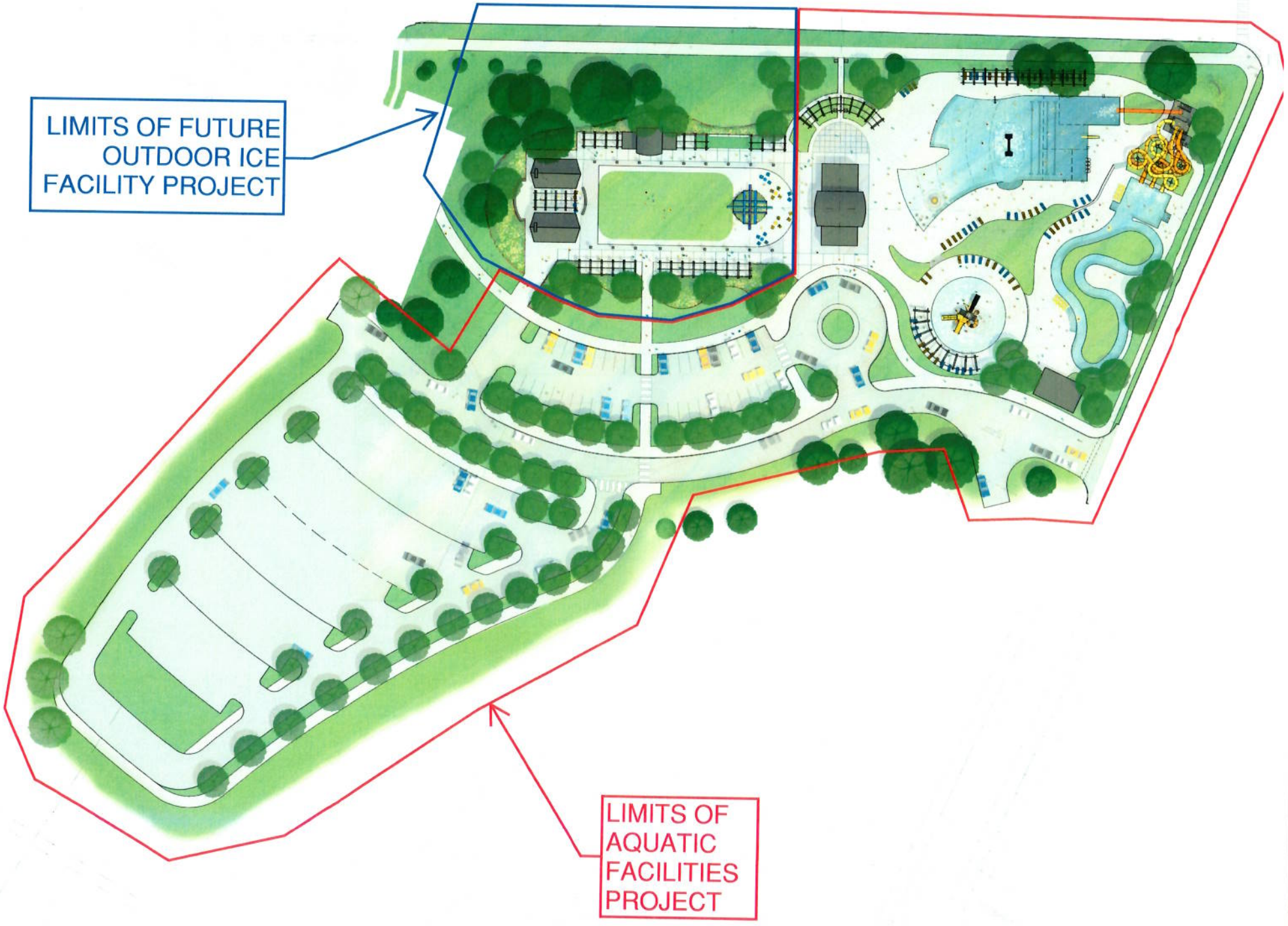
By:_____
Decker P. Ploehn, City Administrator

**YOUNG MENS CHRISTIAN ASSOCIATION OF THE IOWA MISSISSIPPI VALLEY**

By: _____
Name: _____
Its: _____

EXHIBIT “A”

Depiction of the Aquatic Facilities


LIMITS OF FUTURE OUTDOOR ICE FACILITY PROJECT
LIMITS OF AQUATIC FACILITIES PROJECT

**MEETING DATE: October 4, 2022**

# COUNCIL LETTER

**REQUESTED BY: Chris Curran**

**ITEM TITLE:**

Resolution Approving the Sale of Real Estate Located at 2222 Middle Road, Bettendorf, Iowa, Commonly Known as the Life Fitness Center.

**Explanation:**

This resolution contemplates approval of the sale of the real property located at 2222 Middle Road, Bettendorf, Iowa (commonly known as the Life Fitness Center) (the "Real Estate") to the Scott County Y, as more specifically set forth in the attached Real Estate Purchase Agreement. The sale of the Real Estate is conditioned on the parties entering the Shared Use Agreement, which is also on tonight's agenda. The Real Estate Purchase Agreement sets forth certain post-closing covenants of the buyer. The sale of the Real Estate requires a public hearing pursuant to Iowa Code section 364.7.

**List Attachments:**

- Resolution
- Real Estate Purchase Agreement

**RESOLUTION _____-22**

**RESOLUTION APPROVING THE SALE OF REAL ESTATE LOCATED AT 2222 MIDDLE ROAD, BETTENDORF, IOWA, COMMONLY KNOWN AS THE LIFE FITNESS CENTER**

WHEREAS, the City Council has before it a proposed Real Estate Purchase Agreement ("Purchase Agreement") whereby it is contemplated that the City sell the real estate located at 2222 Middle Road, Bettendorf, Iowa, commonly known as the Life Fitness Center, as described in the Purchase Agreement (the "Real Estate") to the Young Men's Christian Association of the Iowa Mississippi Valley (the "Scott County Y" or "Buyer") for a purchase price of $1,430,840, subject to the terms and conditions set forth in the Purchase Agreement.

WHEREAS, the City of Bettendorf, Iowa, (the "City") is the owner of the Real Estate;

WHEREAS, the purchase price in the Purchase Agreement is set at the assessed value as determined by the Scott County Assessor's Office, and is deemed to represent the fair market value of the Real Estate;

WHEREAS, the Iowa Code Section 364.7 requires that a public hearing be held prior to the disposition of city-owned real estate, and due notice of such public hearing has been provided.

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, as follows:

1. That the sale of the Real Estate, as set forth in the Purchase Agreement, is approved, subject to the terms and conditions set forth in the Purchase Agreement; and

2. That the City Attorney is directed to prepare the deed and other documents as necessary to transfer title of the Real Estate to Buyer pursuant to the Purchase Agreement; and

3. That the Mayor is authorized to sign the Purchase Agreement, deed, and related closing documents related to the conveyance as contemplated by the Purchase Agreement, and the City Clerk is authorized to attest to the Mayor's signature on said documents.

Passed, Approved and Adopted this __ day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

# AGREEMENT FOR SALE OF REAL ESTATE

**AGREEMENT**, by and between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE IOWA MISSISSIPPI VALLEY** ("**Buyer**"), and **THE CITY OF BETTENDORF**, **IOWA,** an Iowa municipal corporation ("**Seller**" or "**City**") (collectively hereinafter "**Parties**").

WHEREAS, the Buyer has offered to buy and the Seller is willing to sell the real estate and the appurtenances thereto, situated in the County of Scott and State of Iowa, as legally described on Exhibit A attached hereto, and all buildings, improvements and fixtures situated thereon and all easements, rights of way, privileges, licenses, appurtenances, grants and other rights connected therewith (hereinafter "**Property**"), and commonly known as 2222 Middle Road, Bettendorf, Iowa.

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

1. **PURCHASE PRICE**. Subject to all terms, covenants and conditions of the Agreement, the Seller will sell the Property to the Buyer and the Buyer will purchase the Property from the Seller, and pay therefore the amount of One Million Four Hundred Thirty Thousand Eight Hundred Forty and 00/100 Dollars ($1,430,840.00) (the "**Purchase Price**"), payable by certified funds to Seller at Closing.

2. **CLOSING AND POSSESSION**. Closing shall be on or before the 15th day of December, 2022**,** or on such other date as the parties hereto may mutually agree to in writing (the "**Closing**"). Closing shall take place at the office of the closing agent mutually acceptable to Buyer and Sellers, and Buyer shall accept the conveyance at such time and place. Possession shall be given at Closing. At Closing, Seller shall deliver to Buyer the following:

(a) the Deed (as defined below);

(b) a declaration of value and other transfer tax documentation and other instruments to permit the recording of the Deed;

(c) assignments of leases and other contracts, if any, affecting the Property assigned to Buyer;

(d) existing warranties and guarantees relating to the Property, if any, assigned to Buyer;

(e) all architectural or similar drawings pertaining to the Property;

(f) a FIRPTA affidavit required by Internal Revenue Code §1445; and

(g) Such other customary documents as reasonably may be requested in writing in advance of the Closing by Buyer to enable the parties to consummate the transaction contemplated by this Agreement.

3. **CONDITIONS**. Closing is contingent on the following conditions:

(a) Buyer and Seller executing an agreement relating to a new outdoor aquatic facilities (the "**Shared Use Agreement**").

(b) Seller obtaining the necessary approvals and consents to finance the aquatic facilities and make its required contribution under the Shared Use Agreement.

4. **CONVEYANCE OF PROPERTY**.

(a) Form of Deed. Seller shall convey title to the Property by Warranty Deed ("**Deed**"). At Closing, and upon delivery of the Deed to Buyer, whatever occupancy rights Seller has in and to the Property will become Buyer's rights. The conveyance and title of the Property shall, in addition to other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to (i) applicable statutes, orders, rules and regulations of the federal government and State of Iowa, and laws and ordinances of the City of Bettendorf, including zoning, building, and land subdivision laws and regulations; and (ii) all easements of record.

(b) Taxes, Assessments and Adjustments. The Property is currently exempt from taxation. All adjustments, including real estate taxes for the current tax year, if any, due and payable in the following calendar year shall be adjusted, apportioned and prorated as of the date of Closing and delivery of the Deed in according to the number of days from July 1 to the date of Closing. Seller shall pay all transfer taxes of any kind or nature assessed or assessable in connection with the transactions contemplated herein. Buyer shall pay recording fees for the recording of the Deed. Utilities shall be read and prorated to the date of Closing. There are no leases for the subject Property requiring a credit for deposits or proration of rents.

(b) Abstract and Title. Seller shall deliver a merchantable abstract of title showing merchantable title of record to the real estate in Seller's name and certified to a current date by an abstractor regularly doing business in the county where the Property is located. Buyer may, at its own expense, obtain a survey of the Property or a title commitment. If the abstract, survey or title commitment discloses exceptions other than those permitted under the rules for examination of title adopted by the local County Bar Association, Buyer or Buyer's attorney shall give written notice of such exceptions to Seller within thirty (30) days of receipt of the abstract of title, survey or title commitment, as applicable. Seller shall have thirty (30) days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the Purchase Price at the time of Closing. If Seller fails to have such exceptions removed or insured over, Buyer may elect, on or before the Closing Date, to either (i) terminate this Agreement, in which event neither party shall have any further liability hereunder and this Agreement shall become null and void and of no further force or effect; or (ii) accept title to the Real Estate subject to such exceptions.

(c) Unrecorded Liens, Assessments, Security Interests. Seller represents that there will be no unrecorded liens, assessments, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the sale price. If any representation above is untrue on the closing date, the Agreement may be terminated by Buyer.

5. **PROPERTY CONDITION**.

(a) As-Is Condition. Buyer acknowledges that the Buyer has visually inspected the Property and the improvements thereof; the Buyer is acquainted with the condition thereof and, except as otherwise provided herein, the Buyer shall accept the Property in its "As Is" condition.

(b) Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

(c) The Property and its present use does not violate any provision of any applicable building code, fire regulation, or governmental ordinance, order, or regulation. The Seller will convey title to the Property free of any such violations.

(d) All public utilities required for the operation of the Property are available and currently serving the Property and either enter the Property through adjoining public streets, or, if they pass through adjoining private lands, they do so in accordance with valid easements.

(e) Between the date of this Agreement and the Closing, Seller will continue to maintain the Property in good condition and repair, ordinary wear and tear only excepted.

6. **POST-CLOSING COVENANTS OF BUYER**. After Closing, Buyer agrees to:

(a) Provide access on the Property to paying members for indoor tennis for a period commencing on the date of the Closing and ending upon the earlier of (i) twenty-four (24) months from the date of Closing, or (ii); such time as an indoor tennis facility offering at least three (3) regulation size tennis courts opens on the Iowa side of the Quad-Cities metropolitan area.

(b) Allow the City to utilize the Property for the City's summer day camps during inclement weather under specific terms agreed upon by the Parties.

(c) Allow use of the Property as an emergency shelter under specific terms agreed upon by the Parties.

7. **CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**. No member, official or employee of the City shall have any

personal interest, direct or indirect in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or interest of any corporation, partnership or association in which he is directly, indirectly, interested. No member, official or employee of the City shall be personally liable to the City or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

8. **PROVISIONS NOT MERGED WITH DEED**. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

9. **ENTIRE AGREEMENT**. This Agreement and its Exhibits contain the entire agreement among the Parties, and supersedes all prior agreements or other understandings, oral or written, not expressly retained herein. It shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors or assigns. This Agreement may be modified only by a written amendment signed by all of the Parties.

10. **APPLICABLE LAW**. This Agreement shall be governed by the laws of the State of Iowa, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any district court located within Scott County, Iowa, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

11. **SEVERABILITY**. Should any part of this Agreement be determined to be illegal, invalid or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity or unenforceability shall continue in full force and effect, fully binding all Parties, their respective heirs and assigns, as to such remaining terms.

12. **ASSURANCE OF FURTHER ACTION**. From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

13. **NO REAL ESTATE AGENT OR BROKER**. Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. **CERTIFICATION**. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly

on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

15. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM**. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.

16. **ACCEPTANCE BY BUYER**. Until accepted by the Buyer, this document constitutes an irrevocable offer to sell on the terms stated above. Seller's offer to sell herein shall be irrevocable to and including October 15, 2022. If not so approved or accepted by the Buyer by October 15, 2022, this offer and Agreement shall be void.

17. **CITY COUNCIL APPROVAL REQUIRED**. This Agreement is expressly contingent upon approval of the Bettendorf City Council. If not approved by said Council this Agreement is void.

18. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts (including electronic counterparts) each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

[*The remainder of this page is intentionally blank. The signature pages follow.*]

IN WITNESS WHEREOF, the Agreement for Sale of Real Estate is executed this _____ day of _____, 2022.

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE IOWA MISSISSIPPI VALLEY**

By: _____
Name: Brad Martell
Its: President

STATE OF IOWA )
) SS:
COUNTY OF SCOTT )

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State aforesaid, personally appeared Brad Martell, to me personally known, who being by me duly sworn (or affirmed) did say that he is the President of Young Men's Christian Association of the Iowa Mississippi Valley, and that said instrument was signed on behalf of the company, and acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

(seal)

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the City of Bettendorf, Iowa has caused this Agreement for Sale of Real Estate to be executed in its name and on its behalf by Robert Gallagher, its Mayor, this ___ day of _____, 2022.

**City of Bettendorf, Iowa (Seller)** **Attest:**

_____ _____

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

STATE OF IOWA )
) SS:
COUNTY OF SCOTT )

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ROBERT S. GALLAGHER and DECKER P. PLOEHN, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Bettendorf, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____

(seal) NOTARY PUBLIC

Approved as to form:

_____

Christopher J. Curran, City Attorney

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

Part of the east half of Section 21, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows:

Commencing at a point on the east line of the west half of the northeast quarter of said Section 21, a distance of 1,720.72 feet south of the northeast corner of the northwest quarter of the northeast quarter of said Section 21;

Thence South 86 degrees 30 minutes 58 seconds West, a distance of 539.94 feet to the east line of the property conveyed to Bettendorf Community School District by Warranty Deed, recorded in Deed Record Book 269 at Page 278 of the Scott County Recorder's Office;

Thence South 01 degree 21 minutes 07 seconds East along said east line, a distance of 743.94 feet to the northwesterly right of way line of Middle Road, being 50 feet distant from and parallel to the existing centerline of pavement for Middle Road, and the Point of Beginning;

Thence South 63 degrees 34 minutes 25 seconds West along said northwesterly right of way, a distance of 564.31 feet to the northeasterly line of Lot 1 of Quad City Holdings Park as established by the plat recorded as Document #1993-14629;

Thence North 18 degrees 52 minutes 40 seconds West along said northeasterly line, a distance of 196.51 feet to the north line of said Lot 1;

Thence South 88 degrees 26 minutes 06 seconds West along said north line, a distance of 40.06 feet to the southwesterly corner of the “Quit Claim Deed Area” as shown on Exhibit A in Quit Claim Deed recorded as Document #2000-16205;

Thence North 69 degrees 40 minutes 46 seconds East along the northwesterly line of said “Quit Claim Deed Area”, a distance of 91.48 feet to the southwesterly corner of the “Property Acquisition Area” as shown on said Exhibit A;

Thence North 56 degrees 09 minutes 21 seconds East along the northwesterly line of said “Property Acquisition Area”, a distance of 192.73 feet;

Thence North 63 degrees 25 minutes 40 seconds East continuing along said northwesterly line, a distance of 164.46 feet;

Thence South 73 degrees 39 minutes 06 seconds East continuing along said northwesterly line, a distance of 82.01 feet;

Thence North 63 degrees 20 minutes 17 seconds East continuing along said northwesterly line, a distance of 148.64 feet to the said east line of the property

conveyed to Bettendorf Community School District and the northeasterly line of a parcel conveyed by Quit Claim Deed recorded as Document #1986-19266;

Thence South 26 degrees 44 minutes 46 seconds East along said northeasterly line, a distance of 172.14 feet to the said northwesterly right of way line of Middle Road;

Thence South 63 degrees 34 minutes 25 seconds West along said northwesterly right of way line, a distance of 81.50 feet to the Point of Beginning.

The above-described parcel contains 129,862 square feet or 2.98 acres, more or less as shown by the attached Plat of Survey.

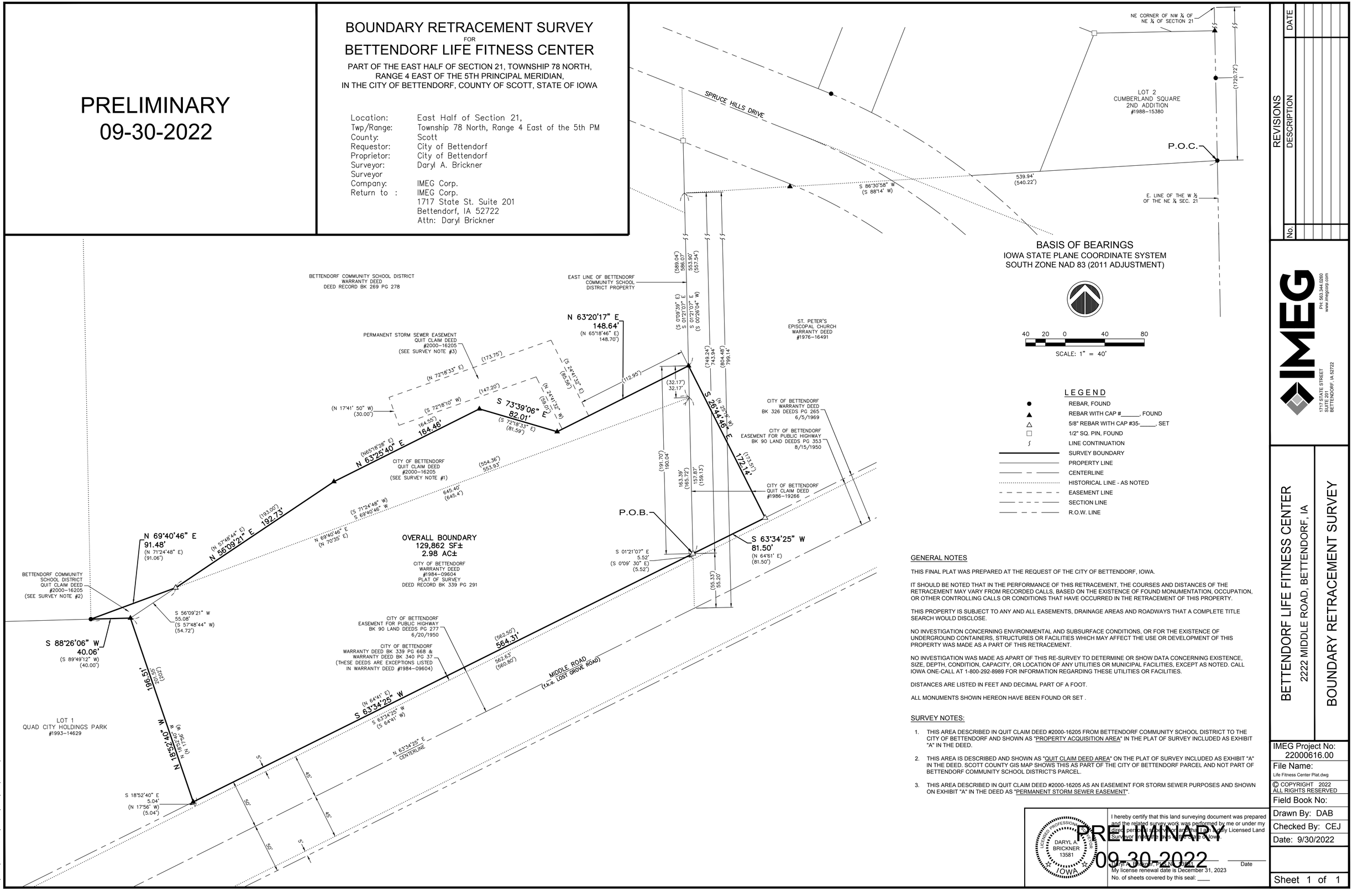
For the purpose of this description bearings are based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment).

PRELIMINARY
09-30-2022

# BOUNDARY RETRACEMENT SURVEY
FOR
# BETTENDORF LIFE FITNESS CENTER

PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

| | |
|---|---|
| Location: | East Half of Section 21, |
| Twp/Range: | Township 78 North, Range 4 East of the 5th PM |
| County: | Scott |
| Requestor: | City of Bettendorf |
| Proprietor: | City of Bettendorf |
| Surveyor: | Daryl A. Brickner |
| Surveyor Company: | IMEG Corp. |
| Return to : | IMEG Corp.<br>1717 State St. Suite 201<br>Bettendorf, IA 52722<br>Attn: Daryl Brickner |




## LEGEND

- REBAR, FOUND
- REBAR WITH CAP #_____, FOUND
- 5/8" REBAR WITH CAP #35-_____, SET
- 1/2" SQ. PIN, FOUND
- LINE CONTINUATION
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- SECTION LINE
- R.O.W. LINE

## GENERAL NOTES

THIS FINAL PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF BETTENDORF, IOWA.

IT SHOULD BE NOTED THAT IN THE PERFORMANCE OF THIS RETRACEMENT, THE COURSES AND DISTANCES OF THE RETRACEMENT MAY VARY FROM RECORDED CALLS, BASED ON THE EXISTENCE OF FOUND MONUMENTATION, OCCUPATION, OR OTHER CONTROLLING CALLS OR CONDITIONS THAT HAVE OCCURRED IN THE RETRACEMENT OF THIS PROPERTY.

THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, DRAINAGE AREAS AND ROADWAYS THAT A COMPLETE TITLE SEARCH WOULD DISCLOSE.

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 RETRACEMENT.

NO INVESTIGATION WAS MADE AS APART OF THIS RE-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.

DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.

ALL MONUMENTS SHOWN HEREON HAVE BEEN FOUND OR SET .

## SURVEY NOTES:

1. THIS AREA DESCRIBED IN QUIT CLAIM DEED #2000-16205 FROM BETTENDORF COMMUNITY SCHOOL DISTRICT TO THE CITY OF BETTENDORF AND SHOWN AS "PROPERTY ACQUISITION AREA" IN THE PLAT OF SURVEY INCLUDED AS EXHIBIT "A" IN THE DEED.
2. THIS AREA IS DESCRIBED AND SHOWN AS "QUIT CLAIM DEED AREA" ON THE PLAT OF SURVEY INCLUDED AS EXHIBIT "A" IN THE DEED. SCOTT COUNTY GIS MAP SHOWS THIS AS PART OF THE CITY OF BETTENDORF PARCEL AND NOT PART OF BETTENDORF COMMUNITY SCHOOL DISTRICT'S PARCEL.
3. THIS AREA DESCRIBED IN QUIT CLAIM DEED #2000-16205 AS AN EASEMENT FOR STORM SEWER PURPOSES AND SHOWN ON EXHIBIT "A" IN THE DEED AS "PERMANENT STORM SEWER EASEMENT".

DARYL A. BRICKNER 13581 IOWA LICENSED PROFESSIONAL ENGINEER

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.

PRELIMINARY
09-30-2022

Daryl A. Brickner, P.E., L.S. 13581 — Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

IMEG
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722
PH: 563.344.0260
www.imegcorp.com

BETTENDORF LIFE FITNESS CENTER
2222 MIDDLE ROAD, BETTENDORF, IA

BOUNDARY RETRACEMENT SURVEY

IMEG Project No: 22000616.00
File Name: Life Fitness Center Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: CEJ
Date: 9/30/2022

Sheet 1 of 1

Friday, September 30, 2022 9:43:34 AM
G:\2022\22000616.00\DESIGN\CIVIL\C3D\SURVEY\LIFE FITNESS CENTER PLAT.DWG

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Brent O. Morlok, P.E.
City Engineer
**WARD:** 1

**Item Title:**

Resolution approving Amendment #1 for The Landing final design with RDG Planning & Design.

**Explanation:**

RDG Planning & Design was selected to prepare a feasibility report for a potential new aquatic facility and permanent ice rink to replace the existing Splash Landing and Frozen Landing. That plan has been completed and this amendment would accompany other items for consideration by City Council regarding a shared use agreement with the YMCA of the Iowa Mississippi Valley to jointly construct and operate the new facility (The Landing).

This amendment would cover the following to be provided by RDG and their subconsultants:

- Schematic Design
- Design Development
- Construction Documents
- Bid Period Services
- Construction Administration Services

The proposed schedule would begin design immediately, with bidding anticipated in April 2023 with construction to commence as soon as possible. This schedule would require Splash Landing to be permanently closed upon approval. Frozen Landing would be re-opened for the winter of 2022 and then permanently closed until completion of the new facility.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities

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

The Community Improvement Program has sufficient funding for this project.

**List Attachments:**
Resolution
Amendment #1

RESOLUTION NO._____-22

RESOLUTION APPROVING AMENDMENT #1 FOR THE LANDING FINAL DESIGN WITH RDG PLANNING & DESIGN

WHEREAS, the Bettendorf City Council deems it necessary and advisable to contract services for The Landing final design; and

WHEREAS, the firm of RDG Planning & Design has submitted a contract amendment 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 RDG Planning & Design be accepted and the Mayor and City Administrator are hereby authorized and directed to sign a contract for professional engineering services in an amount not to exceed $1,447,000.

Passed, Approved and Adopted this 4th day of October, 2022.

Robert S. Gallagher, Mayor

Attest:

Decker P. Ploehn, City Clerk

RDG...
PLANNING ● DESIGN

# Amendment #01 to AIA document B133

Standard Form of Agreement Between Owner and Architect
dated January 14th, 2022 between **The City of Bettendorf** and **RDG Planning & Design, Inc**
The Agreement provides for professional design services for the following project:
**Middle Park Landing (Aquatic Facility)**
**Bettedorf, IA**

**Date of this Amendment:** September 27, 2022
**RDG Project No.:** R3005.325.01 **File No.:** 1.02

1. **DESCRIPTION AND SCOPE OF AMENDED SERVICES:** The Architect's Basic Services shall be amended to include the following:
   1.1. Provide Schematic Design, Design Development, Construction Documents, Bid Period Services and Construction Period Services for additional scope of work identified by the Owner.

2. **CONSTRUCTION COST:** The Owner's Project Cost budget shall be amended in conformance with the amended scope of services as follows:

   SD – BPS for Splash Landing…… .$ 893,600
   CPS for Splash Landing……$ 223,400
   **Subtotal for Splash ……$1,117,000**

   SD – BPS for Ice Landing……...$ 244,000
   CPS for Ice Landing……$ 61,000
   **Subtotal for Splash ……$ 305,000**

   RDG Design & Engineering Services……**$1,422,000**
   *Assume one submittal to the City of Bettendorf. If additional submittals, time will be hourly*

   2.1. Construction Cost Estimate revised on August 1, 2021

3. **SCHEDULE:** The schedule previously established for the Project shall be amended in conformance with the amended scope of services as follows:

   Schematic Design……. October 2022
   Design Development……..November through December 2022
   Construction Documents……January through March 2023
   Bidding Phase Services…… .April 2023
   Construction Phase Services……... ...May 2023 through June 2024

4. **COMPENSATION:** For the amended services and conditions described herein, compensation shall be modified as follows:
   4.1. Amendment #01 Compensation $ 1,422,000
   *+ $25,000 Reimbursables (estimated)*

5. **OTHER CONDITIONS:** All conditions of the original Agreement shall apply to this Amendment unless specifically stated below:
   5.1. An amendment to this Agreement shall be executed at the conclusion of Schematic Design for the Architect to provide the Owner Design Development, Construction Documents, Bidding, and Construction Administration services. Compensation for Design Development, Construction Documents, Bidding, and Construction

Administration services shall be equal to 6.5% of construction budget approved by the Owner at the conclusion of Schematic Design.

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

| | |
|---|---|
| **OWNER:** | **ARCHITECT:** |
| City of Bettendorf, IA | RDG Planning & Design, Inc |
| (signature) | (signature) |
| Robert Gallagher | Scott Crawford, PLA, ASLA, LEED AP |
| Mayor | Principal |
| (printed name and title) | (printed name and title) |

EXHIBIT A

# scope of services

September 27, 2022
RDG 3005.325.01

**Projects**
Middle Park Landing
Splash Landing &
Frozen Landing
Replacement SD-CA

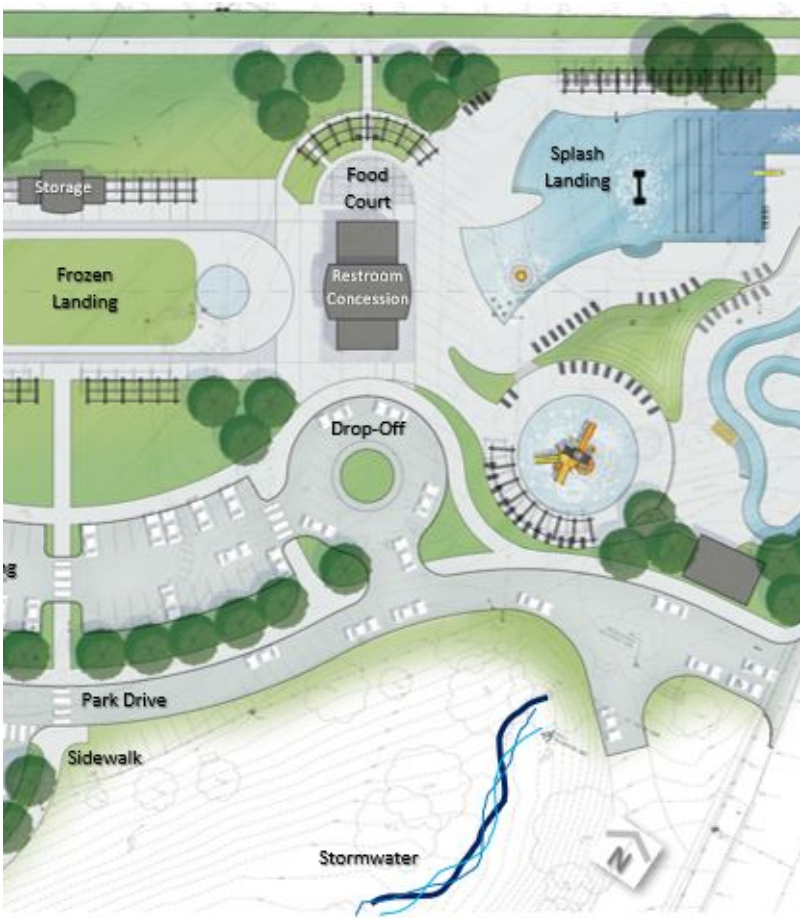
**Owner / Location**
**City of Bettendorf**
Middle Road & 23rd Street
Bettendorf, IA 52722

**Owner Representative**
Brent Morlok
City Engineer
1609 State Street
Bettendorf, IA 52722
Phone Number: (563) 344-4115

**Project Background**
In 2021, the City of Bettendorf hired RDG Planning & Design to evaluate the removal and replacement of the pool and ice facilities. This study was completed in early 2022 and is the bases of this contract.

**Project Description**
The scope of this agreement with the City of Bettendorf and RDG Planning & Design is to provide construction documents, bidding and construction period services for replace the existing pool (Splash Landing) and ice (Frozen Landing).

**Location Diagram**




**Budget**
RDG has developed an opinion of probable construction cost including design and engineering fees for the work of approximately $21,000,000.

| Quantity | Description | Unit | Unit Cost | Subtotal |
|---|---|---|---|---|
| 1 | Splash Landing | 1 | $18,000,000 | $18,000,000 |
| 1 | Frozen Landing | 1 | $ 3,000,000 | $ 3,000,000 |
| | | | | **$21,000,000** *Estimated Project Budget* |

**Basic Services Approach**
We have organized our services as follows to build upon the master plan drawings created for the project to focus on the following tasks:

Task 1. Schematic Design
Task 2. Design Development
Task 3. Construction Documents
Task 4. Bidding Phase Services
Task 5. Construction Phase Services

**Basic Services Work Plan**
Below is a summary of the work plan to be executed as part of this agreement. The work plan includes removing and replacing the existing pool and ice facilities and all associated elements including architecture, landscape architecture, civil engineering and structural engineering.

**Task 1. Schematic Design and Cost Budgeting**

Task 1.1 Meeting #1

A. Facilitate this meeting with City staff representatives (Owner).
   i. Review and finalize pool and ice conceptual design
   ii. Review and finalize pool and ice opinion of probable construction cost.
   iii. Review project schedule and projected bid schedule

Task 1.2 Develop a refined layout plan, appropriately incorporating feedback from Owner.

*Note: Graphics at this step are schematic design in detail, intended to communicate overall space quantities and horizontal relationships.*

Task 1.3 Develop an order of magnitude cost for proposed improvements. Budget estimates are intended to forecast costs for construction, contingencies, surveying, design and engineering, permitting, construction materials testing, and other applicable owner costs to implement the proposed improvements to provide the Owner with an estimate of total project costs.

Task 1.4 Meeting #2

B. Facilitate this zoom meeting with the Owner
   i. Review refined site layout plan
   ii. Review refined building layout plans
   iii. Review order of magnitude costs

Task 1.5 Prepare and submit schematic design plan presentation to the Owner in PDF file format, anticipated to include:

A. Layout plans for pool and ice
B. Grading plan for pool and ice
C. Building floor plans
D. Written Narrative for
   i. Electrical
   ii. Mechanical
   iii. Sanitary
   iv. Lighting
E. Review and finalize pool and ice opinion of probable construction cost.
F. Schedule for Project Delivery

**Task 2. Design Development**

Task 2.0 Complete 50% drawings and specification outline for the project improvements appropriately incorporating comments from Owner.

Task 2.1 Meeting #3:

A. Facilitate Zoom meeting with Owner
   i. Review materials and details.
   ii. Review preliminary design development drawings.
   iii. Receive feedback and direction from Owner to complete design development drawings

Task 2.2 Provide 100% design development drawings and technical specifications to:
- A. Owner for final review
- B. Internal RDG Quality Control Team for review

Task 2.3 Meeting #4:
- A. Facilitate Zoom meeting with Owner
  - i. Review (final) design development documents
    1. Layout plans for pool and ice
    2. Grading plan for pool and ice
    3. Building floor plans
    4. Electrical Plans
    5. Mechanical Plans
    6. Sanitary Plans
    7. Lighting Plans
  - ii. Receive feedback and direction from Owner to proceed construction documents

**Task 3. Construction Documents**

Task 3.1 Complete 50% construction drawings and specifications for the project improvements appropriately incorporating comments from Owner.

Task 3.2 Meeting #5:
- A. Facilitate Zoom meeting with Owner
  - i. Review project goals.
  - ii. Review preliminary construction drawings.
    1. Layout plans and details for pool and ice
    2. Grading plan for pool and ice
    3. Building floor plans and details
    4. Electrical Plans and details
    5. Mechanical Plans and details
    6. Sanitary Plans and details
    7. Lighting Plans and details
  - iii. Receive feedback and direction from Owner to proceed with 95% construction documents

Task 3.3 Complete 95% construction drawings and technical specifications incorporating comments from Owner. Owner to provide front end project manual.

Task 3.4 Provide 95% construction drawings and technical specifications to: Brent Morlok for review

Task 3.5 Internal RDG Quality Control Team for review

Task 3.6 Meeting #6:
- A. Facilitate Zoom meeting with Owner
  - i. Review (final) construction documents
  - ii. Receive feedback and direction from Owner to proceed with 100% construction documents and bidding

Task 3.7 Complete 100% construction drawings and technical specifications incorporating comments from Owner and RDG Quality Control Team

**Task 4. Bidding** (Bidding Phase Services)

Task 4.1 Provide bidding documents for the project improvements to the Owner for distribution contractors being invited to bid on the project

Task 4.2 Pre-Bid Conference:

A. Participate in a Zoom pre-bid conference, organized and facilitated by the Owner with prospective bidders

Task 4.3 Provide prospective bidders with clarifications and answers to questions related to the project during the bidding phase of work and issue addenda as appropriate

Task 4.4 Bid Opening:

B. Participate in the bid opening, virtually, with Owner and prospective bidders (as needed)

Task 4.5 Owner to develop a bid tabulation of received bids.

**Task 5. Construction Phase Services**

Task 5.1 Pre-Construction Meeting:

A. Participate in a pre-construction meeting with Owner and Contractor to review schedule, communication procedures, submittals, and other logistics related to the construction phase of work

Task 5.2 Review and approve contractor product submittals and shop drawings required as part of the construction contract

Task 5.3 Respond to Contractor submitted written RFI's and issue supplemental drawings and instructions to provide design intent clarifications as appropriate

Task 5.4 Review Contractor applications for payment and make recommendation to Owner for payment

Task 5.5 Substantial Completion Walk-Through:

A. Participate in one (1) substantial completion walk-through with Owner and Contractor to observe the substantially complete project
*(additional substantial completion walk-throughs to achieve construction completion to be provided as an additional service)*

Task 5.6 Develop punch-list of outstanding items Contractor will need to address prior to final completion walk-through

Task 5.7 Final Completion Walk-Through:

A. Participate in one (1) final completion walk-through with Owner and Contractor to observe the final project and completed items identified in the punch-list
*(additional final completion walk-throughs to achieve construction completion to be provided as an additional service)*

Task 5.8 Develop written recommendation to Owner for acceptance of the completed project

---

**Basic Services Timeframe**

Basic Services provided to City of Bettendorf by RDG Planning & Design for the Pool and Ice facilities SD-CA project are anticipated to be completed as follows:

Task 1.0 Schematic Design…… October 2022
Task 2.0 Design Development……..November / December 2022
Task 3.0 Construction Documents……January / February / March 2023

Task 4.0 Bidding Phase Services (BPS)…….. April 2023
Task 5.0 Construction Phase Services (CPS)……..… May 2023 to June 2024

**Basic Services Fee**
Compensation from City of Bettendorf to RDG Planning & Design for Basic Services (Tasks 1 – 5) as described herein shall be a professional fixed fee plus project reimbursable expenses as follows:

| | |
|---|---|
| SD – BPS for Splash Landing……. | $ 893,600 |
| CPS for Splash Landing……. | $ 223,400 |
| **Subtotal for Splash ……..….** | **$1,117,000** |
| | |
| SD – BPS for Ice Landing……... | $ 244,000 |
| CPS for Ice Landing……..……. | $ 61,000 |
| **Subtotal for Splash ……..….** | **$ 305,000** |
| | |
| RDG Design & Engineering Services……..…..…… | **$1,422,000** |

*Assume one submittal to the City of Bettendorf. If additional submittals, time will be hourly*

Reimbursable expenses are not anticipated to exceed $25,000.00.

---

**Services Not Included**
The following services are not included with our basic scope of services. Should any of these services be required to complete this project, the College and our consultant team shall negotiate scope and corresponding fee to complete tasks required:

1. Topographic site survey.
2. Soil borings and geotechnical exploration.
3. Division 00 and 01 specifications
4. Environmental assessment, including wetland delineation, protected species and/or cultural resources investigations.
5. Wayfinding or donor signage design.
6. Investigations of utilities which lack documentation in the public record.
7. Tracing or televising of underground utilities.
8. Applicable jurisdictional entitlement and approval processes.
9. Permits.
10. Public improvement plans within existing R.O.W.
11. Appraisal, platting, annexation, and rezoning.
12. Percolation tests and septic system design.
13. Legal services, title opinions, title research, easement research
14. Public street signage plan.
15. Underground detention.
16. Public utilities relocation(s).
17. Design of utility services to the site.
18. Other scope and specialty services not specifically identified in basic services described herein.

---

END OF SCOPE OF SERVICES

**COUNCIL LETTER**

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Resolution authorizing the Mayor to enter into a contract between the City of Bettendorf and RDG Planning & Design for the update of the Comprehensive Plan and Zoning Regulations.

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

State Code requires that the City have a comprehensive planning document to help guide future growth in the city. Our Comprehensive Plan was last updated and adopted in 2015, and the Zoning Regulations were adopted in 2017. Updating the Comprehensive Land Use Plan was listed as a top priority during the City's 2021-2022 strategic planning session. Factors impacting the need for an updated plan include availability of new Census data, faster than projected growth, and changes in the pattern and type of residential and commercial development.

On May 3, 2022 the City Council approved the issuance of a Request for Proposals to update the city's Comprehensive Plan and Zoning Ordinance. Four consulting firms submitted proposals; staff believes that RDG Planning & Design of Des Moines, Iowa is the most qualified firm to complete these updates. RDG Planning & Design has proposed a scope of work that includes public engagement, involvement of elected and appointed officials, review of the current Comprehensive Plan and its application to the zoning ordinance, understanding the implications of annexation into the city, update of the plan's maps, and preparation of subarea concepts for emerging areas.

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

Funds have been budgeted in the Community Improvement Program for this project. RDG has proposed to provide the services outlined in the contract for the estimated sum of $125,000.

**List Attachments:**

Resolution; (A) Contract

**RESOLUTION NO. _____- 22**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF BETTENDORF AND RDG PLANNING & DESIGN FOR THE UPDATE OF THE COMPREHENSIVE PLAN**

WHEREAS, the Iowa State Code requires that the city have a comprehensive planning document to help guide future growth in the city, and

WHEREAS, the city's Comprehensive Plan was last updated in 2015, and

WHEREAS, the current Zoning Regulations were adopted in 2017, and

WHEREAS, updating the Comprehensive Land Use Plan was listed as a top priority during the City's 2021-2022 strategic planning session

WHEREAS, RDG Planning & Design has been selected as the consultant best able to perform the scope of services for this project based on their experience and planned methodology, and

WHEREAS, RDG Planning & Design proposes to provide the services outlined in the attached contract for the estimated sum of $125,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the Mayor is authorized to enter into a contract with RDG Planning & Design.

PASSED, APPROVED, and ADOPTED this 4th day of October, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

**AGREEMENT FOR CONSULTING SERVICES**
**BETWEEN THE**
**CITY OF BETTENDORF, IOWA**
**AND**
**RDG PLANNING & DESIGN, INC.**

This Agreement is entered by and between the City of Bettendorf, Iowa, hereinafter referred to as the "City" and RDG Planning & Design, Inc., hereinafter referred to as the "Consultant."

**WHEREAS**, the City wishes to update their Comprehensive Plan, and

**WHEREAS**, the Consultant has indicated a willingness to provide professional planning services to the City in the update of this plan.

**WHEREAS,** the Consultant will provide professional consultant services in accordance with this scope of services and according to the terms of this contract; and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**Section One. Scope of Services**
The Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant agrees to provide the work elements set forth in **Attachment A, Scope of Services**, attached hereto and incorporated into this Agreement.

**Section Two. Additional Services**

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, a fee for such services will be negotiated and agreed upon by both parties in writing prior to incurring expenses.

2.2. Additional Tasks may be added to this agreement by amendment(s) at such time the City is prepared to proceed with each Task.

**Section Three. Time of Performance**

3.1. The schedule for completion of project deliverables is on or before September 1, 2023.

**Section Four. Responsibilities of the City**
The City agrees to provide the Consultant, in a timely manner, with complete information and available maps and materials relevant to the completion of the services provided herein and to perform the following services:

4.1. **Access to Work**. The City shall arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the Plan.

4.2. **Records, Files, and Previous Planning Efforts**. The City shall make all records and files relevant to the Plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the Plan.

4.3. **Consideration of Consultant's Work**. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within a reasonable time to avoid undue delays.

4.4. **Technical Committee**. The City shall organize a Technical Committee to carry out the detailed components of the planning process. This committee shall be appointed no later than November 1, 2022.

4.5. **Meetings**. The City shall provide logistical support for all meetings, including arranging for meeting places and assisting with notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project.

4.6. **City's Representative**. Mark Hunt, Community Development Director, shall be responsible for the City's portion of the project management.

**Section Five. Compensation and Method of Payment**

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be a fixed-fee not-to-exceed of One Hundred Twenty-Five Thousand Dollars ($125,000).

5.2. Payment for services shall be made monthly in proportion to services performed.

5.3. The fee includes all travel-related expenses for six (6) planned visits by Consultant. Additional visits can be negotiated as provided in Section 2.

5.4. The fee includes the production of one hard copy and one electronic copy of the Plan. Consultant will provide coordination with the City's selected reproduction company for additional copies. Invoices will be the responsibility of the City.

**Section Six. Ownership of Materials**

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report or map produced in whole or part under this agreement shall be the subject of a copyright application by the Consultant. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Reproduction or distribution of illustrations or renderings shall acknowledge the principal author, RDG Planning & Design, Inc.

**Section Seven. Assignment**

Both Parties agree that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the other Party.

**Section Eight. Amendments**
Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement in writing and executed by both parties.

**Section Nine. Nondiscrimination**
In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

**Section Ten. Termination**
This Agreement may be terminated by either party upon **ten (10) days** written notice should the other party fail substantially to perform, and fail to cure such breach within the ten (10) day period, in accordance with its terms through no fault of the other. In the event of such termination, the Consultant shall be paid for services and expenses to the date of such termination, and all data collected and documents created, whether or not completed, shall be delivered to the City.

**Section Eleven. Independent Contractor.**
In relationship to the City of Bettendorf, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

**Section Twelve. Indemnification**
The Consultant agrees to fully indemnify and hold harmless the City and their officers and employees from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from any negligent act or omission or willful misconduct of the Consultant, its officers, or employees in the performance of this Agreement. The City agrees to indemnify and hold harmless the Consultant from and against any and all loss, damage, liability, claim, demand, causes of action, costs, expenses, fines, penalties, charges or liabilities of whatever nature as may accrue against the Consultant as a result of the negligence of the City in performing its obligations hereunder.

**Section Thirteen. Insurance.** Consultant shall carry and maintain at its own cost with such companies holding an AM Best rating of A- or higher all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein.

IN WITNESS WHEREOF, the AGREEMENT has been executed this _____ day of _____, 2022.

CITY OF BETTENDORF, IOWA

By:

_____
Name/Title:

RDG PLANNING & DESIGN
By:

_____
Cory Scott, Senior Partner

Attachment A:

**SCOPE OF WORK FOR CONSULTING SERVICES**

**BETWEEN THE CITY OF BETTENDORF, IOWA**

**AND RDG PLANNING & DESIGN, INC.**

# TASK 1: ENGAGEMENT

## 1.1 COMMITTEES

- **Project Management Team (PMT).** Project managers from RDG and City planning staff will meet regularly. Traditionally, PMT's meet weekly for the first month to ensure all data is available and marketing campaigns are complete. From there, the PMT meets as needed.

- **Technical Committee (TC).** The approach for the update of the Bettendorf Comprehensive Plan includes a representative from each city department to inform and guide the process. This committee will meet at key milestones in the process to review interim deliverables and draft publication. City Milestones for meetings include:
    - Existing Plan Review.
    - Visioning Session Recap.
    - Mapping Concept Review 1. Select members of the technical committee and additional City staff may be included as a special subcommittee to review specific subject matter, such as the future land use. This group will convene as necessary.
    - Mapping Concept Review 2.
    - Implementation Priorities.

## 1.2 COMMUNICATIONS PLAN

RDG will tailor a community engagement plan with the PMT at the start of the project. Engagement tasks include both online and onsite activities.

## 1.3 ONLINE + REMOTE ACTIVITIES

- **Announcements**. RDG will author press releases and social media posts to gain coverage of the planning process. RDG, in association with the City's project manager, will coordinate with the City's Communication Manager on publishing content for public viewing.

- **Online Portal.** RDG will provide content for the City to publish in their online engagement portal. Features include (1) ranking goals defined through visioning sessions and (2) interactive mapping tool to respond to future land map.

- **Stakeholder Interviews and Listening Sessions**. The City will identify stakeholders for RDG to conduct up to 12 focus group discussions by Zoom. These sessions help the project team understand the changes in the community and their vision for the future.

## 1.4 ON-SITE MEETINGS

- **Existing Plan Review.** At the start of the project, RDG will meet with members of the Community Development Department to identify what works and what doesn't with the current comprehensive plan. Results of the process will inform the approach to upcoming visioning sessions.

- **In-person Visioning Sessions.** RDG will work with City staff to tailor a joint visioning session for the City Council, Planning and Zoning Commission, Board of Adjustment. The sessions will include a presentation of growth trends and forecasts (results of Task 2).

- **Ambassador Outreach.** RDG works to empower local ambassadors (City staff, elected officials and leaders) by providing them with presentations, displays, discussion exercises and training for engaging the community. RDG, in association with City staff, will author the displays upon request and may include:

    - *Orientation Slideshow.* We will prepare a slideshow for ambassadors (City representatives and volunteers) to share with student groups, business associations and clubs, and recreation groups. Presentations can be set for your desired duration and cover the history of planning, trends in the community, and the need to think about the future.

    - *Student Program.* Ambassadors can host a student program, which can be oriented to each school district like the previous plan. The program can be organized as a one-hour classroom session or breakout discussion with student leaders. This becomes an educational opportunity about city planning and design.

- **In-person Community Workshop.** The kick-off open house is an opportunity for the public to understand the value of planning. Displays representing different segments of the city encourage people to share their ideas and concerns with various City department leaders. A portion of the meeting space will be dedicated to an interactive workshop where designers work with the public to explore scenarios for the future. The quick visualization reinforces transparency in the process while discovering new ideas. Stations will focus on macro elements, like growth and circulation, and targeted elements, like the downtown and the Middle Road interchange.

- **In-person Implementation Workshop.** RDG will work with City staff to author an implementation program that integrates the vision and plan updates.

- **In-person Open House Gallery.** The kick-off event to the gallery will include a presentation of the plan's concepts. The Gallery is a self-supporting display system that can be posted in a physical space for a week or weeks. People can tour the material at their convenience and offer their feedback.

### 1.3 APPROVAL & PROGRESS MEETINGS

City staff will represent the plan at approval meetings to ensure ownership of the plan. A representative from RDG will be available by Zoom to respond to questions.

## TASK 2: PLAN REVIEW & TRENDS

This component of the planning process updates the existing conditions and forecasts sections of the existing plan.

### 2.1 PLAN ASSESSMENT

For this planning process, the update includes all chapters of the previous plan. RDG will meet with the Community Development staff as a first step to review the current plan. The review process includes:

- **Document Review.** Several plans and studies have been completed in the past few years as noted in the RFP. The review will identify inconsistencies between the plans.

- **Development**. Using GIS, RDG will prepare an analysis of land use changes and trends. We will review development character areas to determine what works and what doesn't. This task includes the integration of Urban Footprint, which has an extensive data library, advanced analytics, and cartography tools. Also, the task includes identifying text that needs to be reconciled with the community's future direction. A subcommittee of City staff may meet to provide input on maps and narrative to

- **Environment**. Review the methodology of the existing plan's Development Suitability Map and determine direction for the plan update.

- **Transportation**. The transportation element will assess the current and emerging trends for the multi-modal system and identify improvement opportunities. This plan will build upon concepts and recommendations of current and previous efforts.

- **Housing**. Review the taxonomy of neighborhoods in greater detail using Urban Footprint software. The task includes

    - Review housing economics, including the comparison and analysis of changes in housing occupancy and density.

    - Review scenarios for the inclusion of greenspace requirements.

- **Subareas**. Review subareas included in the existing plan for inconsistencies (built and planned), including:
    - Downtown & Riverfront (Chapter 2)
    - Middle Road Corridor, between 53rd Avenue and I-80 Interchange
    - Magnolia/Hawthorne Neighborhood, between Duck Creek and Spruce Hills Drive, immediately east of I-74
    - Cumberland Square (Figure 3.2)
- **Infrastructure and Services**. Community services and infrastructure adapt to land use directions and policy. RDG will meet with managers who convey deficiencies (real and perceived) and their ability to meet future growth. This update includes:

    - Planning-level review of current water, wastewater, and storm sewer systems, including a review of most recent master plans and facility plans.

    - Planning-level review of the capacity for expansion of public utilities, including water treatment, storage, distribution, storm sewer, sanitary sewer, and wastewater treatment facility.

**2.2 DEMOGRAPHIC OVERVIEW**

This component includes a review of population and demographic factors:

- Review of population change, growth rates over time, and health.

- Analyze growth and migration trends, including growth rates, historical migration patterns, age cohort changes, school enrollment, and birth rates.

- Population forecast scenarios through 2040, based on growth rate and migration models.

**2.3 ECONOMIC AND EMPLOYMENT OVERVIEW**

RDG will review economic factors that influence land use and growth:

- Employment and income analysis.
- Assess relative economic strengths and weaknesses, both quantitative and qualitative.

- Assessment of current economic development policies and their impact.
- Employment projections relying and expanding on forecasts provided by the Iowa Department of Workforce Development.

### 2.4 ANNEXATION COST/BENEFIT STUDY

Gruen Gruen + Associates (GG+A) will prepare an annexation study, much like the "Net Fiscal Impact of Prototypical Land Uses in Potential Annexation Area on the City of Bettendorf General Fund" prepared in 2014 for the previous comprehensive plan. Attachment B includes services to be provided by GG+A as a subconsultant to RDG.

## TASK 3: COMMUNITY VISION

The Community Vision process assesses the goals from the previous plan to determine their relevancy today and identifies new goals. The process relies on:

- The data collected under the conditions/forecasts update and forecasts to determine changes in historic absorption rates of residential, commercial, industrial, and public land.

- Input of the community activities and visioning sessions with various groups and public meetings.

### 3.1 FUTURE LAND USE

- **Future Land Development Needs.** RDG will calculate future growth needs for residential, commercial, industrial, mixed-use, and civic land by analyzing projected growth and the operation of commercial and housing markets.

- **Development Character Areas.** RDG, in association with City staff, will refine the narrative for the Development Character Areas. Also, this task includes identifying discrepancies with the City's current code. Refining the narrative ensures that content prepared in the workshop aligns with the community's vision.

- **Community Workshop.** The community workshop will consider such issues as development yield, open space and greenways, street patterns, and development character. The map will illustrate how development might occur in new growth areas and strategies for strengthening existing neighborhoods. This includes subarea studies.

- **Future Land Use Map.** RDG will refine the development concept into a future land use map. The land use plan will be imported into an interactive online mapping tool for City staff to provide direct comments and recommendations for areas.

## TASK 4: PLAN UPDATES

### 4.1 LAND USE MAP AND POLICY AREAS

The updated future land use plan will include an updated map and narrative. The definitions in the DCA's will be reviewed.

### 4.2 TRANSPORTATION

The transportation element includes:

- Map of the future transportation network.

- Identify narrative updates for street network and alternative transportation (pedestrian, bicycle, and transit).

- Identify strategies, initiatives, and policies needed for plan implementation.

### 4.3 PARKS, TRAILS, NATURAL AREAS, AND GREENWAYS

The element will integrate the findings of park plans and focus on the role of parks as a basis for neighborhood revitalization.

- Integrate past and current planning efforts.
- Use population and growth forecasts to update predicted parks and recreation needs. This includes park demands by geography for healthy lifestyles and a diverse population.
- Locations of parks and greenways. This includes the floodplain buyout area.
- Additions to trail and pedestrian systems, coordinated among all jurisdictions and the region.

### 4.4 HOUSING, NEIGHBORHOODS, AND COMMUNITY DEVELOPMENT

This component considers housing and neighborhood issues and establishes an implementation-based housing and neighborhood conservation policy.

- Review recent and current housing activity, using and expanding information gathered during previous planning processes.
- Neighborhood and housing needs to achieve overall city housing objectives and needs by type and cost.
- Implementation program, addressing such issues as available sites, mix of housing types, and neighborhood rehabilitation needs.

### 4.5 COMMUNITY FACILITIES AND PUBLIC INFRASTRUCTURE

The analysis includes a review of available reports and facility manager interviews to understand facility adequacy, ability to provide service into the future, and rehabilitation needs. Content for this section relies on material provided by department managers and existing reports. Recommendations may include future studies. The planning-level review does not include any engineering or cost opinions.

### 4.6 COMMUNITY CHARACTER

The character element is closely related to the other elements. The policies and actions recommended related to community character will be driven by the community feedback on the current comprehensive plan.

## TASK 5: IMPLEMENTING THE VISION

### 5.1 IMPLEMENTATION WORKSHOP

RDG will host a workshop with the City to review key plan concepts and recommendations before formal approval. We will discuss how the City Council, boards, commissions, and City staff can use the plan and discuss plan maintenance and annual review.

### 5.2 IMPLEMENTATION INDICATORS

Milestones will be identified to track implementation and indicators to track changes that may warrant modifying the implementation schedule. These milestones and indicators will be established during the Implementation Workshop. Milestones need to be realistic. As such, the implementation section will focus on best leveraging resources to maximize results.

### 5.3 ANNEXATION PLAN

The plan update includes recommendations for growth tiers and staging.

### 5.4 REGULATORY REVIEW

- **Existing Ordinance Review and Summary.** RDG will revisit the current zoning ordinance for amendments based on the comprehensive planning update process. There are parts of the current ordinance that work well for the City and do not need revisions. Our approach includes starting with all existing ordinance regulations and eliminating inconsistent, obsolete, conflicting, or other problem language before adding new language. Preliminary questions include:

  RDG will summarize implications from city plans on current regulations in an annotated ordinance document. In this document, existing policies referenced to current ordinances or policies and needed changes are identified.

- **Graphic Representations.** RDG uses graphics and tables in regulatory work to reduce misinterpretation and bring clarity to those who do not use the code regularly. We develop illustrations to match the character of the community. Producing graphics under a base template allows labels to be changed should ordinance regulations change.

- **Ordinance Testing.** Ordinances are only as good as their interpretation and enforcement procedures. Our team's experience with concept development and ordinance enforcement gives us unique expertise in how seemingly small ordinance regulations can have significant impacts on desired urban design. We will use the past experience with the Development Character Area concept to test new revisions to meet the intent of the comprehensive plan update.

- **Draft Code Review.** A review will occur by staff throughout the process as drafts are delivered. We expect up to three rounds of major revisions, which includes revisions to the Zoning Map.

- **On-going Support.** RDG will be available at no cost for up to a year to answer questions, assist with interpretation, and help with necessary amendments. This service does not include creating staff reports, attending approval meetings, or other travel commitments.

### TASK 6: PLAN PUBLICATION DELIVERABLES

- Packaged Adobe InDesign document containing narrative and graphics.
- Digital copies of the plan in PDF.
- GIS and other map files and data used in the plan in ArcGIS.
- Renderings and graphics in high-resolution
- Digital copies of presentations and displays

Attachment B:

**SCOPE OF WORK FOR CONSULTING SERVICES**
**BY GRUEN GRUEN + ASSOCIATES**

## TASK 1. ENGAGEMENT

**A. Committee Meeting Participation**

a. Up to 3 meetings by Zoom with the Project Management Team
b. Up to 2 meetings by Zoom with the Technical Committee.

B. ***Conduct interviews with representatives of real estate development, brokerage industry, economic development, and business organizations***. GG+A will review relevant secondary real estate market data to the extent available from municipal, brokerage, or other sources for retail, office, and industrial uses and conduct interviews with active real estate developers, real estate brokers, and municipal and economic development representatives to obtain information and insight about:

1. The types of businesses or consumers attracted to varying land uses, types of real estate developments, and locations within Bettendorf
2. Land use and development trends and the types of firms coming to or growing in the area or downsizing or leaving differing parts of Bettendorf
3. Geographic origins of these potential sources of demand
4. Competing supply alternatives or locations in the market area;
5. Characteristics of the locations, facilities, and infrastructure available or potentially made available to businesses and institutions
6. Factors important to location and development decisions in context of the regional market
7. Kinds of land uses or real estate product types and locations likely to appeal to or penetrate the identified demands

## Task 2.4 Annexation Cost/Benefit Study

Gruen Gruen + Associates will update the Annexation Fiscal Analysis for the area in Figure 1. The Bettendorf Plan will include a supplemental report, Annexation Fiscal Analysis, which will be based on the conclusions of other plan components. This component includes a review of targeted potential annexation areas, working with current city service providers to establish reasonable service extension cost assessments. Benefits will be tied to evaluation of current uses and projected development rates on a sub-area basis. Detailed tasks of the Annexation Fiscal Analysis include:

1. ***Confirm Development Parameters for Residential and Non-Residential Space***. GG+A will confirm with RDG the following data for each proposed product type or land use expected to be representative of development in the annexation area.

A. Market Rate Residential
- Number, type and size of housing units
- Average selling price of units;
- Average household size; and
- Likely average household income of buyers.
- Development build-out timing estimates

B. Non-Residential
- Amount and type of commercial/industrial building space;
- Development costs and/or capitalized market value;
- Average employment density of space (e.g. 500 square feet per worker); and
- Likely per-square-foot sales performance for retail space.

- Development build-out timing estimates

If available from the City, GG+A will be provided an estimate of public roadway infrastructure (e.g. lane miles or linear miles of public right of way) and public park space anticipated to result from build-out of candidate annexation areas. GG+A is interested in only those features and public spaces that the City would expect to maintain and for which it will provide service.

2. ***Review City's Budget and Develop Demographic and Economic Profile of Bettendorf to Establish Preliminary Cost and Revenue Benchmarks***. GG+A will review the City's current and past operating budgets as well as secondary sources to identify (a) the current and historical level of revenues and expenditures and (b) to develop baseline estimates of City population, public infrastructure, non-resident workers, and economic conditions. In addition, City staff will review needed infrastructure improvements in the proposed annexation area (e.g. existing bridges that need to be replaced) and provide cost estimates and timing proposals for those costs. Based on this review and the interviews summarized below, we will develop estimates of levels of municipal service/infrastructure costs and establish benchmarks that can be used to predict future costs and revenues attributed to development of the annexation area. The interviews will also be used to verify appropriate tax rates and other variables affecting City revenues.

3. ***Interview City Finance and Other Department Staff to Validate or Adjust the Level of Service Benchmarks and to Gain Further Insight on Municipal Cost and Revenue Relationships.*** GG+A will conduct interviews with City staff to review current levels of service and to discuss the relationships or variables that can be used to best predict future municipal costs and revenues likely to result from development of the annexation area. To identify the marginal costs of serving the development, for example, GG+A will attempt to quantify through interviews what proportion of departmental operating expenditures are variable as opposed to fixed or "stepped" costs.

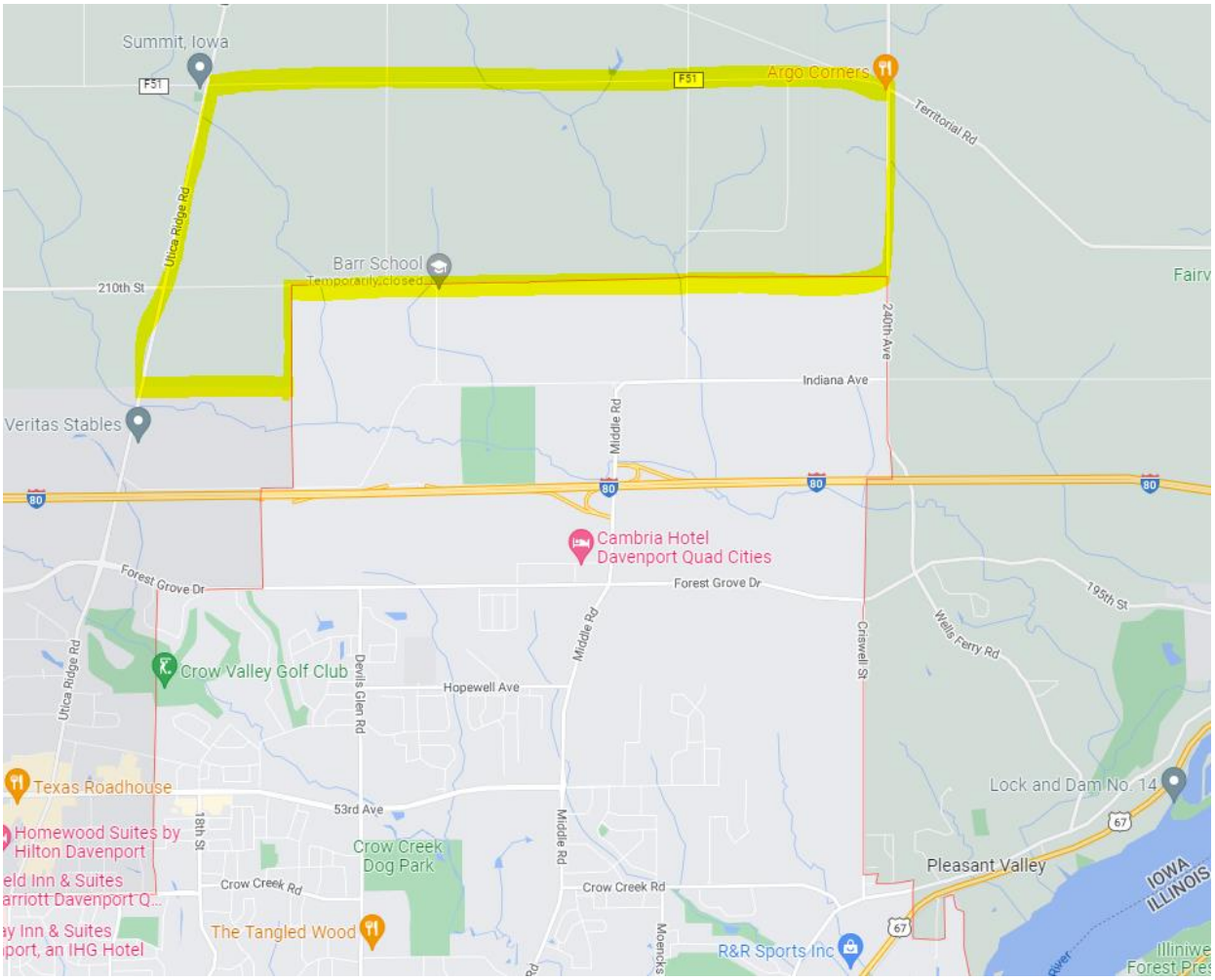
4. ***Develop Revenue Estimates.*** Based on the inputs furnished by the City and RDG, interviews with City staff, and review of budgets and secondary data, GG+A will develop a set of equations that describe and estimate sources of General Fund revenue. This will include property tax and other major revenue sources as appropriate. This will enable GG+A to derive estimates of projected General Fund revenues attributable to the proposed annexation at build-out.

5. ***Develop Service Cost Estimates***. GG+A will develop a set of equations that describe municipal service costs on a per capita, per household, and other per-unit bases as appropriate to various expenditure items. From these equations, built into an Excel spreadsheet, GG+A will derive estimates of projected General Fund expenditures required to serve households and commercial tenants of the annexation area at build-out, including Police, Fire, General Government, and any other major service provision categories, as well as provided infrastructure costs, that can be expected to be impacted by the development of the annexation area.

6. ***Evaluate Net Fiscal Impact.*** *GG+A* will estimate and describe the net fiscal impact likely to result from the development of the annexation at full build-out. Revenue/cost analysis to be incorporated into an Excel spreadsheet to be provided and summarized in the Final Report.

7. ***Final Report***. Following completion of the Tasks outlined above, GG+A will prepare a final report that describes the research and analysis conducted, the methodologies employed, the key findings and conclusions drawn from the fiscal impact analysis, and any assumptions underlying these findings.

Figure 1: Study Area for Annexation Area Cost/Benefit Analysis



**MEETING DATE: October 4, 2022**

# COUNCIL LETTER

**REQUESTED BY: Chris Curran**

**ITEM TITLE:**

An Ordinance amending Title 4, Chapter 1 of the City Code of the City of Bettendorf, Iowa by adding a new section 4-1-7 "Applicability of Iowa Code Chapter 657A".

Iowa Code Chapter 657A provides cities with additional tools for addressing abandoned and unsafe buildings by providing a direct route to district court and the more impactful decisions that can be made at the district court level, including the appointment of a receiver to take certain abatement steps or transfer of title of abandoned or unsafe buildings to a city. A recent change to Iowa Code Chapter 657A requires a city to pass an ordinance to make Chapter 657A apply to such city. We have identified certain properties in the city where Chapter 657A will be of use. Therefore, I recommend that City Council adopt this ordinance to allow use of Chapter 657A within the City of Bettendorf.

**List Attachments:**

- Ordinance

ORDINANCE NO. _____ - 22

AN ORDINANCE AMENDING TITLE 4, CHAPTER 1 OF THE CITY CODE OF THE CITY OF BETTENDORF, IOWA BY ADDING A NEW SECTION 4-1-7 "APPLICABILITY OF IOWA CODE CHAPTER 657A"

WHEREAS, Chapter 657A of the Code of Iowa allows cities to take action against abandoned and/or unsafe buildings located in the City; and

WHEREAS, Chapter 657A requires that cities that desire to use Sections 657A.1 through 657A.10 pass an ordinance indicating that these provisions apply within a city; and

WHEREAS, the City Attorney recommends that the City Council adopt such an ordinance to allow the use of Sections 657A.1 through 657A.10 to be used in the City as one tool to address abandoned and/or unsafe buildings.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. The City Code of the City of Bettendorf is hereby amended by adding Section 4-1-7 "Applicability of Iowa Code Chapter 657A" which reads as follows:

"4-1-7 APPLICABILITY. The City hereby adopts by reference, Sections 657A.1 through 657A.10 of the Code of Iowa as required by Section 657A.10A of the Code of Iowa"

2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

3. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed, Approved, and Adopted this _____ day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
Decker P. Ploehn, City Clerk

**MEETING DATE:** September 6, 2022 (SPH)
September 20, 2022 (HPH)

**COUNCIL LETTER** **REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Resolution setting a date for public hearing on an ordinance amending Section 10-4A-2 of the City Code of the City of Bettendorf entitled "Nonuniform Amendments". (9/6/22)

Public hearing and first reading of an ordinance amending Section 10-4A-2 of the City Code of the City of Bettendorf entitled "Nonuniform Amendments". (9/20/22)

**Explanation (Background and How it Responds to Vision, Mission, or Goals)**
By this ordinance, all nonuniform amendments to the National Electrical Code, 2020 Edition are removed from our City Code. This change is consistent with Iowa Code Ch. 103.

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

**List Attachments:**
Resolution; Ordinance.

**RESOLUTION NO. _____- 22**

**RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON AN ORDINANCE AMENDING SECTION 10-4A-2 ENTITLED "NONUNIFORM AMENDMENTS" OF THE CITY CODE OF THE CITY OF BETTENDORF**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for September 20, 2022 at 7:00 p.m. in the City Council Chambers, Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa, on the matter of an ordinance amending Section 10-4A-2 entitled "Nonuniform Amendments" of the City Code of the City of Bettendorf.

PASSED, APPROVED, AND ADOPTED THIS 6th day of September, 2022.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF BETTENDORF, IOWA,
BY REPEALING CITY CODE SECTION 10-4A-2, NONUNIFORM AMENDMENTS

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

SECTION 1. That the City Code of the City of Bettendorf, Iowa, is hereby amended by repealing Section 10-4A-2 of the City Code, such amendment delineated below by ~~deleting the strikethrough~~ text and adding the underlined text:

~~SECTION 10-4A-2 Nonuniform Amendments~~

~~The following amendments, modifications, additions, and deletions to the National Electrical Code, 2020 Edition, are hereby made:~~

~~Article 100 Definitions is hereby amended by adding the following after the last sentence of Accessible, Readily:~~

~~This is to include access to motors for hot spas, et cetera, to be made readily accessible by means of a door on hinges or equivalent.~~

~~Article 210 Branch Circuits, 210.12 Arc-Fault Circuit-Interrupter Protection, (A) Dwelling Units; hereby delete everything except receptacle outlets in bedroom.~~

~~Article 210 Branch Circuits, 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel; hereby amended by saying the locations not needed are dedicated for appliances and approved by the local AHJ as long as it a single yoke outlet.~~

~~Article 210 Branch Circuits, 210.52 Dwelling Unit Receptacle Outlets, (D) Bathrooms; hereby amended by adding the following after the last sentence of the first paragraph:~~

~~No outlet, switch, or fixture shall be installed within three (3) feet of a tub or shower as measured from the tub surround horizontally, unless GFCI protected before the device.~~

~~Article 210 Branch Circuits, 210.52(c) (2) Island Countertop Spacing; hereby amended by adding the following after the last sentence of first paragraph:~~

~~Length greater than six feet needs two outlets and then every four feet, If there is a break in the countertop two are needed - one on both sides.~~

~~Article 210 Branch Circuits, 210.52(c) (4) Separate Spaces; hereby amended by re-wording the second sentence; "If a range, counter-mounted cooking unit, or sink is installed in an island or peninsular countertop, regardless of the depth of the countertop behind the range, the cooking unit shall be considered to be divided into two separate countertop spaces".~~

~~Article 210.8(A) Dwelling Units; hereby amended by replacing the first sentence of the first paragraph with the following:~~

~~All 125-volt, single-phase, 15- and 20-ampere receptacles installed in the locations specified in 210.8(A)(1) through (A)?(11) and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel.~~

DRAFT

210.8(A)(5) Dwelling Units; hereby amended by replacing the wording of item "(5) Basements" with the following:

(5) Unfinished portions or areas of the basement not intended as habitable rooms.
Article 210.8(F) Outdoor Outlets. Hereby amended by removing the article in its entirety.
Article 210.12 Arc-Fault Circuit-Interrupter Protection; hereby amended by replacing part, "(A) Dwelling Units," with the following:

(A) Means of Protection.

1. A listed combination-type arc-fault circuit interrupter, installed to provide protection of the entire branch circuit.

2. A listed branch/feeder-type AFCI installed at the origin of the branch-circuit in combination with a listed outlet branch-circuit type arc-fault circuit interrupter installed at the first outlet box on the branch circuit. The first outlet box in the branch circuit shall be marked to indicate that it is the first outlet of the circuit.

3. A listed supplemental arc protection circuit breaker installed at the origin of the branch circuit in combination with a listed outlet branch-circuit type arc-fault circuit interrupter installed at the first outlet box on the branch circuit where all of the following conditions are met:

a. The branch-circuit wiring shall be continuous from the branch-circuit overcurrent device to the outlet branch-circuit arc-fault circuit interrupter.

b. The maximum length of the branch-circuit wiring from the branch-circuit overcurrent device to the first outlet shall not exceed 15.2 m (50 feet) for a 14 AWG conductor or 21.3 meters (70 feet) for a 12 AWG conductor.

c. The first outlet box in the branch circuit shall be marked to indicate that it is the first outlet of the circuit.

4. A listed outlet branch-circuit type arc-fault circuit interrupter installed at the first outlet on the branch circuit in combination with a listed branch-circuit overcurrent protective device where all of the following conditions are met:

a. The branch-circuit wiring shall be continuous from the branch-circuit overcurrent device to the outlet branch-circuit arc-fault circuit interrupter.

b. The maximum length of the branch-circuit wiring from the branch-circuit overcurrent device to the first outlet shall not exceed 15.2 meters (50 feet) for a 14 AWG conductor or 21.3 meters (70 feet) for a 12 AWG conductor.
c. The first outlet box in the branch circuit shall be marked to indicate that it is the first outlet of the circuit.

d. The combination of the branch-circuit overcurrent device and outlet branch-circuit AFCI shall be identified as meeting the requirements for a system combination-type AFCI and shall be listed as such.

5. If RMC, IMC, EMT, Type MC, or steel-armored Type AC cables meeting the requirements of 250.118, metal wire-ways, metal auxiliary gutters, and metal outlet and junction boxes are installed for the portion of the branch circuit between the branch-circuit overcurrent device and the first outlet, it shall be permitted to install a listed outlet branch-circuit type AFCI at the first outlet to provide protection for the remaining portion of the branch circuit.

6. Where a listed metal or nonmetallic conduit or tubing or Type MC cable is encased in not less than 50 mm (2

in.) of concrete for the portion of the branch circuit between the branch-circuit overcurrent device and the first outlet, it shall be permitted to install a listed outlet branch-circuit type AFCI at the first outlet to provide protection for the remaining portion of the branch circuit.

Exception: Where an individual branch circuit to a fire alarm system installed in accordance with 760.41(B) or 760.121(B) is installed in RMC, IMC, EMT, or steel-sheathed cable, Type AC or Type MC, meeting the requirements of 250.118, with metal outlet and junction boxes, AFCI protection shall be permitted to be omitted.

(B) Dormitory Units. All 120-volt, single-phase, 15- and 20-ampere branch circuits supplying outlets and devices installed in dormitory unit bedrooms, living rooms, hallways, closets, bathrooms, and similar rooms shall be protected by any of the means described in 210.12(A)(1) through (6).

(C) Guest Rooms and Guest Suites. All 120-volt, single-phase, 15- and 20-ampere branch circuits supplying outlets and devices installed in guest rooms and guest suites of hotels and motels shall be protected by any of the means described in 210.12(A)(1) through (6).

(D) Branch Circuit Extensions or Modifications; In any of the areas specified in 210.12 (B), where branch-circuit wiring is modified, replaced, or extended, the branch circuit shall be protected by one of the following:

1. A listed combination-type AFCI located at the origin of the branch circuit

2. A listed outlet branch-circuit-type AFCI located at the first receptacle outlet of the existing branch circuit.

Exception: AFCI protection shall not be required where the extension of the existing conductors is not more than 1.8 meters (6 feet) and does not include any additional outlets or devices.

Article 220 Branch-Circuit, Feeder, and Service Calculations; hereby amended by adding 220.17 Residential circuit calculations thereto:

Residential circuits shall be calculated as follows:

1. Lighting outlets - unless approved by AHJ - 10 per circuit

2. Convenience outlets - general duplex receptacles - 10 per circuit

3. Convenience outlets - kitchen - 2 per circuit

Receptacles on the same circuit shall not service the same area of the countertop.
Article 230 Services, 230.43 Wiring Methods for 600 Volts, Nominal, or Less; hereby amended by deleting items (1), (2), (7), and (14) in their entirety.

Article 230 Services, 230.70 Service Equipment-Disconnecting Means; hereby amended by adding the following after section 230.70 (A)(3) - 230.70 (A)(4) Any non-fused or un-protected service entrance conductors entering a home or business extending over 10 feet from the point of entrance into the building require a disconnect to be installed on the building exterior.

Article 230.67 Surge Protection: hereby amended by removing the article in its entirety.

Article 230.85 Emergency Disconnects: hereby amended by adding the following sentence to the end of the article.

Enforcement of this article shall not begin until January 1, 2023.

DRAFT

~~Article 240 Overcurrent Protection, 240.21(B) Feeder Taps; hereby amended by adding "no taps or splices be allowed on feeders or subfeeders unless approved by the local AHJ".~~

~~Article 300 Wiring Methods, 300.4 Protection Against Physical Damage, (F) Cables and Raceways Installed in Shallow Grooves; hereby amended by adding the following after the last sentence of the first paragraph:~~

~~All connections which use the EMT conduit, flexible metallic tubing, sealtight metallic conduit, et cetera, shall utilize insulated throats.~~

~~Article 300 Wiring Methods, 300.4 Protection Against Physical Damage, (G) Insulated Fitting; hereby amended by adding the following after the last sentence of the first paragraph:~~

~~All connections which use the EMT conduit, flexible metallic tubing, sealtight metallic conduit, et cetera, shall utilize insulated throats.~~

~~Article 310 Conductors for General Wiring, 310.106. Minimum Size of Conductors; hereby deleted in its entirety and the following substituted therefor:~~

~~310.3 Minimum Size of Conductors. Conductors, whether solid or stranded, shall be no smaller than No. 12 copper or No. 10 aluminum or copper-clad aluminum except as follows:~~

~~Exception No. 1: For flexible cords as permitted by 400.12.~~

~~Exception No. 2: For fixture wire as permitted by 402.6.~~

~~Exception No. 3: For fractional horsepower motors as permitted by 430.22 (F).~~

~~Exception No. 4: For cranes and hoists as permitted by 610.14.~~

~~Exception No. 5: For elevator control and signaling circuits as permitted by 620.12.~~

~~Exception No. 6: For Class 1, Class 2, and Class 3 circuits as permitted by 725.27 (A) and 725.82 (B).~~

~~Exception No. 7: For fire protective signaling circuits as permitted by 760.27(A), 760.51 Exception, and 760.82(B).~~

~~Exception No. 8: For Type V cables, the minimum conductor sizes are: No. 12 for 1200 volt rating, No. 10 for 3000 volt rating, and No. 8 for 4000 volt rating.~~

~~Exception No. 9: For motor control circuits as permitted by 430.72.~~

~~Exception No. 10: For control and instrumentation circuits as permitted by 727.6.~~

~~Exception No. 11: For electric signs and outline lighting as permitted in 600.31 (B) and 600.32 (B).~~

~~Exception No. 12: Smoke detector circuits in all occupancies may use #14 wire.~~

~~Article 334 Nonmetallic Sheathed Cable: Types NM, NMC, and NMS, 334.10 Uses Permitted; hereby amended by adding the following exception:~~

DRAFT

Exception: All feeder and subfeeder wiring in commercial, industrial, public, and apartment buildings and single- and multi-family dwellings shall be installed in either rigid metal conduit, electrical metallic tubing, or PVC or in special cases as determined by the inspector.

Article 334 Nonmetallic-Sheathed Cable: Types NM, NMC, and NMS, 334.15 Exposed Work, (C) In Unfinished Basements and Crawl Spaces; hereby amended by adding the following after the last sentence of the first paragraph:

All basement wiring from floor level to the underside of the floor joist must be installed in conduit (rigid or thin wall). Eighteen (18) inches of nonmetallic cable in basements are permitted where receptacles are fed from basement junction boxes. Finished rooms in the basement may be wired in the type of wiring used throughout the house providing it is concealed before occupancy and final inspection. All exposed wires in garages and outbuildings shall be installed in conduit. Such conduit shall be parallel with walls and ceiling.

Article 404 Switches, 404.8 Accessibility and Grouping, (A) Location; hereby amended by adding the following to the last sentence of the first paragraph:

or, when installed outdoors, no lower than thirty (30) inches from floor or finished grade to the bottom of the panel, and to include service panels and meter bases.

406.4(D) Arc-Fault Circuit-Interrupter Protection; hereby amended by replacing the first sentence as follows:

Where a receptacle outlet is located in any areas specified in 210.12(B), a replacement receptacle at this outlet shall be one of the following:

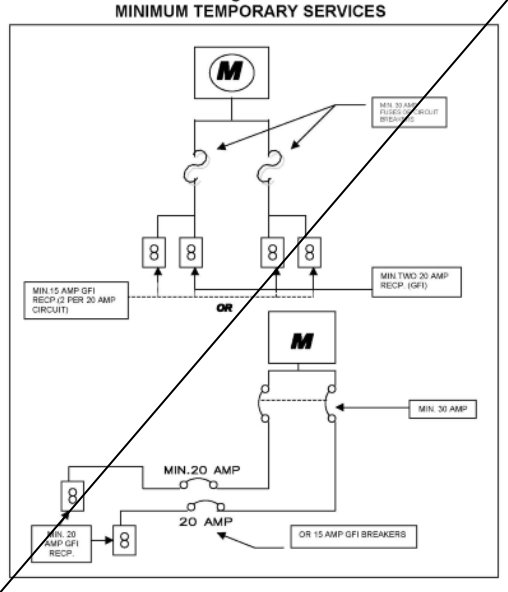
Article 406.9 (C) Bathtub and Shower Space; Hereby amended by replacing the first sentence with the following:

Receptacles shall not be installed directly over a bathtub or shower.

Article 590 Temporary Installations, 590.4 General, (A) Services; hereby amended by adding the following:

(1) Minimum temporary services shall be installed in accordance with Figure 1.

**Article 590.4 (A) Services**
**Figure 1.**
**MINIMUM TEMPORARY SERVICES**




DRAFT

~~(2) Overhead temporary services shall be installed in accordance with Figure 10 of the MidAmerican Energy Electric Service Manual - 2014.~~

~~(3) Underground temporary services shall be installed in accordance with Figure 11 of the MidAmerican Energy Electric Service Manual - 2014.~~

~~Article 702 Optional Standby Systems; hereby amended by adding the following after the last paragraph:~~

~~702.1 (a) Emergency standby generators, fixed and portable, shall not be installed and/or operated in front or side yards in residential districts or in other districts adjacent to a residential district.~~
~~Exception: The building official may allow the use and installation of emergency standby generators in side yards when installation is not feasible in the required rear yard and the property owner takes reasonable steps to buffer the noise created by the unit through vegetation, enclosure of the generator, adding additional mufflers, or other means.~~

~~This determination of acceptable buffering is at the sole discretion of the building official. (Ord. 27-17, 8-1-2017; amd. Ord. 19-21, 11-2-2021)~~

SECTION 10-4A-2: Reserved

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

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after the date of passage and publication as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

_____

Robert S. Gallagher, Mayor
ATTEST:

_____

Decker P. Ploehn, City Clerk

DRAFT

**MEETING DATE:** September 20, 2022
**REQUESTED BY:** Brent O. Morlok, P.E.
City Engineer
**WARD:** 1

**Item Title:**

Ordinance amending City Code Section 8-1-1 "Water Well Construction Permit" by adding a LUST site at 1740 State Street.

**Explanation:**

City Code Section 8-1-1 currently prohibits the construction of any potable or non-potable water well within a thousand feet (1,000') of a Leaking Underground Storage Tank (LUST) site located at 1837 State Street. There is a second location near this at 1740 State Street that the Iowa Department of Natural Resources (IDNR) has requested we add to this list to prevent any well construction or possible contamination. The LUST site at 1740 State Street is being actively monitored Seneca Companies.

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

The cost of publication.

**List Attachments:**
Ordinance

ORDINANCE NO._____-22

ORDINANCE AMENDING CITY CODE SECTION 8-1-1 “WATER WELL CONSTRUCTION PERMIT” BY ADDING A LUST SITE AT 1740 STATE STREET.

Section One: BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 8-1-1 is hereby deleted in its entirety and replaced with the following:

Permit Required: No person shall drill or construct a drinking water or nondrinking water well for use within the following described areas in Bettendorf, Iowa, unless a permit has been issued by the Scott County health department: The area known as "1837 State Street, LUST #8LTL71, UST registration #9017085, within 1,000 feet (MW-3)" and the area known as “1740 State Street, LUST # 9LTB51, UST registration # 198600808, within 1,000 feet (MW-5).

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 _____, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

**MEETING DATE:** September 6, 2022
**REQUESTED BY:** Brent O. Morlok, P.E.
City Engineer
**WARD:** 4

**Item Title:**

Ordinance amending Bettendorf City Code Section 6-1-131, "No Parking Zones Enumerated" by adding a No Parking Zone on Ontario Drive.

**Explanation:**

Ontario Dr. is the main thoroughfare for the commercial developments located at the Shops of the Woodlands. As the area continues to build out, traffic has increased and staff has noticed some adjacent commercial developments directing their employees to park on Ontario Dr. to preserve available off-street parking. This roadway also serves as the secondary means of access into the newly opened senior living facility, The Summitt of Bettendorf. Given those concerns and in concurrence with the Police and Fire departments staff is recommending no on-street parking be allowed on the south side of the road. Parking will be allowed on the north side.

**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._____-22

ORDINANCE AMENDING BETTENDORF CITY CODE
SECTION 6-1-131, "NO PARKING ZONES ENUMERATED"
BY ADDING A NO PARKING ZONE ON ONTARIO DRIVE

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 zone:

"Ontario Dr., on the south side, from Pandit Dr. to 120 feet east of E. Slate Creek Dr."

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 _____, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Bettendorf IOWA
a premier city

**MEETING DATE:** October 4, 2022

**COUNCIL LETTER** **REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Third and final reading of an ordinance rezoning 3618 Middle Road (Lot 5, Victor Archer's Addition), A-2 Rural Residence District to C-2 Community Commercial District, submitted by Emery Construction Group, Inc./Jack Laud. (Case 22-050) (9/6/22)

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

Emery Construction Group, Inc./Jack Laud has submitted an application for the rezoning of 3618 Middle Road (see Zoning Aerial - Attachment A). This parcel is a remnant from a larger surrounding area that was originally zoned A-2 and is currently in residential use. The petitioner is requesting a rezoning from A-2 to C-2. The future land use designation for this site is Community Commercial (see Future Land Use Aerial - Attachment B). A laundromat is proposed for this location (see Concept Plan - Attachment C). The site development plan that was approved for Dunkin' which is adjacent to the lot in question includes a condition for shared access (see Site Development Plan and Resolution - Attachments D and E). The building will have an exterior treatment of split-faced brick and stone (see Floor Plan and Elevations – Attachment F).

The proposed C-2 zoning district is allowed under the Community Commercial Future Land Use designation. Additionally, Laundry Services are a permitted use in the C-2 zoning district. Adjacent zoning is C-2 to the east and west. An A-2 parcel exists immediately to the north and an A-1, Agricultural Urban Reserve District is located south across Middle Road. This proposal aligns with the Comprehensive Plan Goal C: Attract and Retain Business and Industry, by bringing a new commercial service to the area.

The Planning and Zoning Commission made a recommendation for approval of the rezoning request by a 5-0 margin at the July 20, 2022 meeting.

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

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

N/A

**List Attachments:**

Ordinance; (A) Zoning Aerial; (B) Future Land Use Aerial; (C) Concept Plan; (D) Site Development Plan; (E) Resolution; (F) Floor Plan and 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

**ORDINANCE NO. _____ - 22**

**AN ORDINANCE AMENDING THE BETTENDORF, IOWA ZONE MAP FOR 3618 MIDDLE ROAD LOT 5, VICTOR ARCHER'S ADDITION A-2 RURAL RESIDENCE DISTRICT TO C-2 COMMUNITY COMMERCIAL 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 3618 Middle Road (Lot 5, Victor Archer's Addition),

and which is now zoned A-2 Rural Residence District is hereby repealed and said described land shall hereinafter be zoned C-2 Community Commercial 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.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

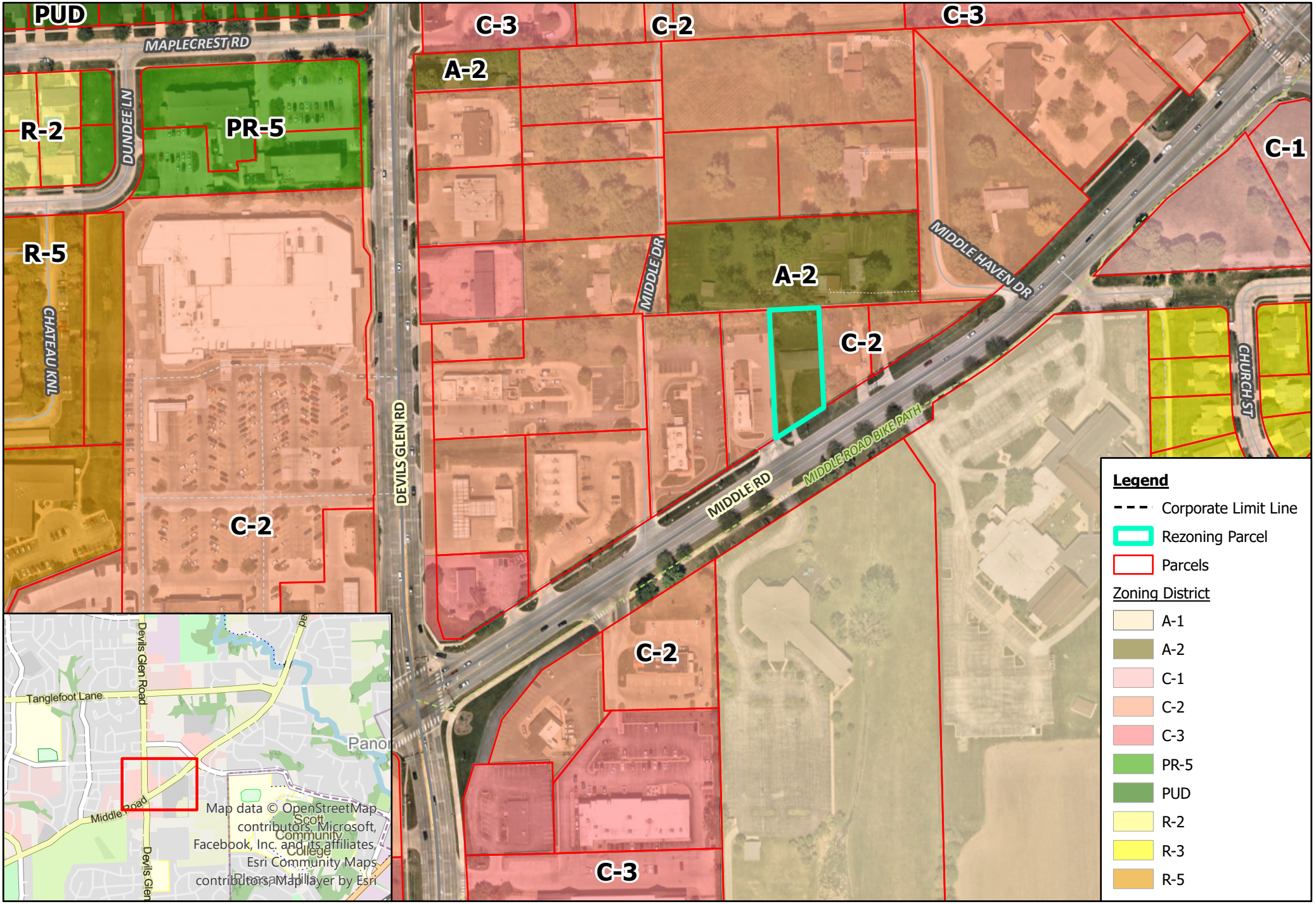
# Case 22-050: 3618 Middle Road
# Rezoning: A-2 to C-2
# Current Zoning

ATTACHMENT A

1 Inch = 221 Feet

0 85 170 340 510 Feet

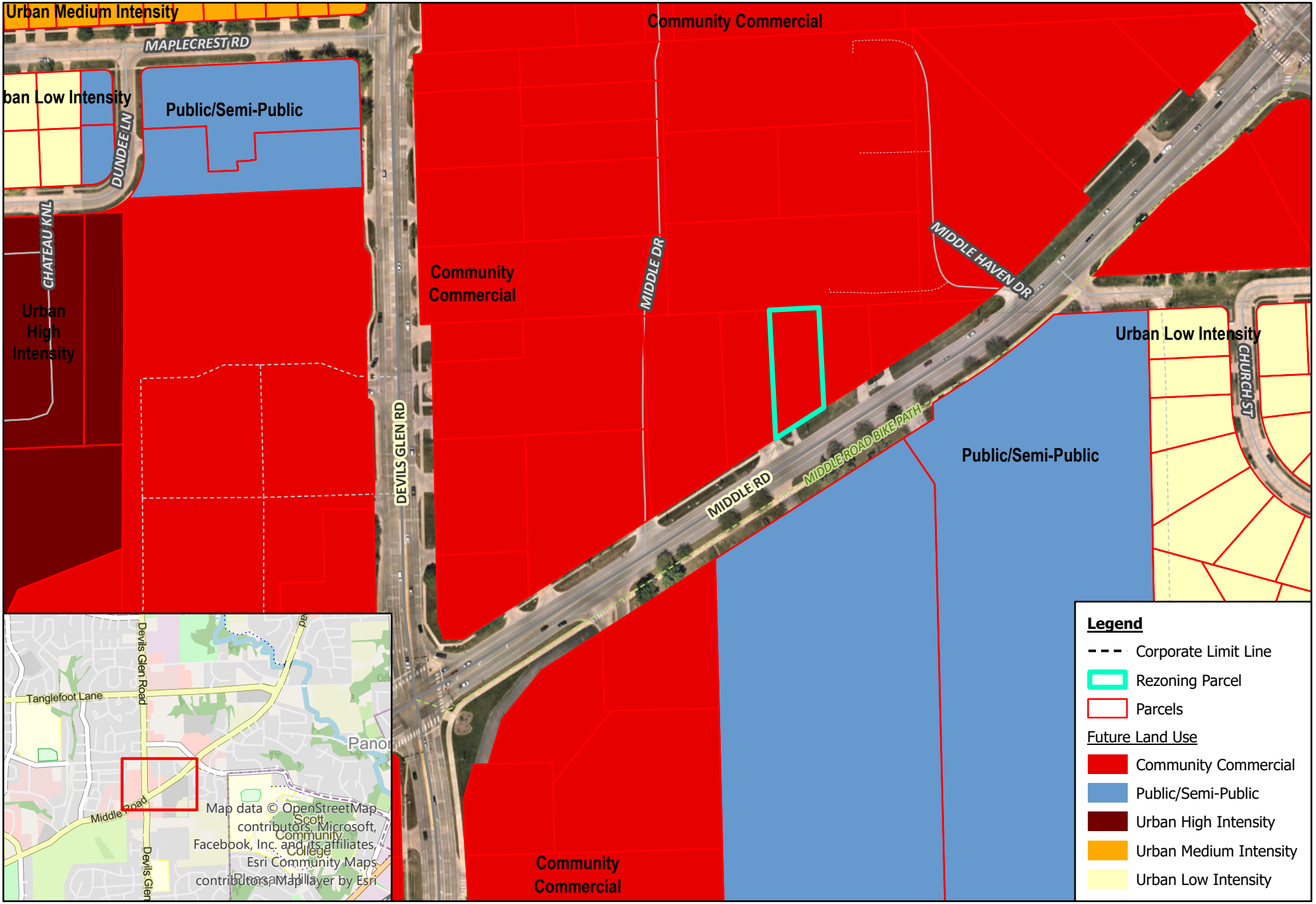
N



# Case 22-050: 3618 Middle Road
# Rezoning: A-2 to C-2
# Current Land Use

1 Inch = 221 Feet
Feet
0 85 170 340 510

N



ATTACHMENT C

SITE PLAN

# PROPOSED MIDDLE ROAD LAUNDRY

TO THE CITY OF BETTENDORF, IA

IOWA ONE CALL 800/292-8989 Call 2 Working Days BEFORE YOU DIG

N W E S

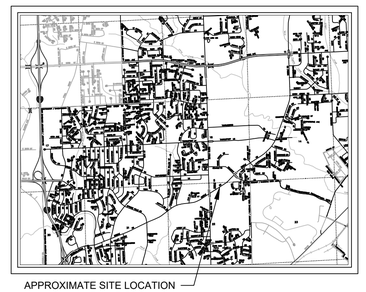
GRAPHIC SCALE

20 0 10 20

( IN FEET )

1" = 20' (24x36)

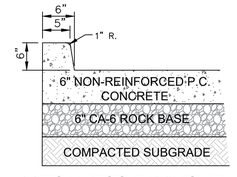
SITE LOCATION MAP



APPROXIMATE SITE LOCATION

GENERAL NOTES

1. 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.
2. LEGAL DESCRIPTION OF PROPERTY: LOT 5 OF VICTOR ARCHER'S ADDITION, A SUBDIVISION OF PART OF THE NORTHEAST SECTION QUARTER OF SECTION 22, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.
3. 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.
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF BETTENDORF AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
5. 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.
6. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
7. 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.
8. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
9. NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.




TYPICAL PCC PAVING DETAIL

NOT TO SCALE

LEGEND:

- EASEMENT
- SETBACK LINE
- CENTERLINE
- PROPERTY BOUNDARY
- EXISTING FENCE
- EXISTING SANITARY
- PROPOSED SANITARY
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATER
- PROPOSED WATER
- EXISTING GAS LINE
- EXISTING ELECTRIC
- EXISTING GAS VALVE
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING TREE
- EXISTING BUSH
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- FOUND PROPERTY PIN
- CONTROL POINT
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- 715.00 TC — SPOT ELEVATION TOP OF CURB
- 715.00 FL — SPOT ELEVATION FL @ GUTTER
- 715.00 TW — SPOT ELEVATION SIDEWALK
- 715.00 FF — FINISHED FLOOR ELEVATION

CURRENT ZONING

A-2 Rural Residence District

PROPOSED ZONING:

C-2 Community Commercial District

SETBACKS:

Front: 25'
Side: 10' w/ Sum Not Less Than 25'
Rear: None

PARKING:

Coin or Token Operated Laundry Establishment
One Space for Every Two Machines
27 Machines
14 Spaces Provided


TOWNSEND ENGINEERING
CIVIL ◇ STRUCTURAL ◇ LAND DEVELOPMENT

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803


DATE: 3/11/2022

DRAWN BY: TAS

CHECKED BY: CRT

DRAWING LOCATION
S:\EMERY\MIDDLEROAD\SITE PLAN.DWG

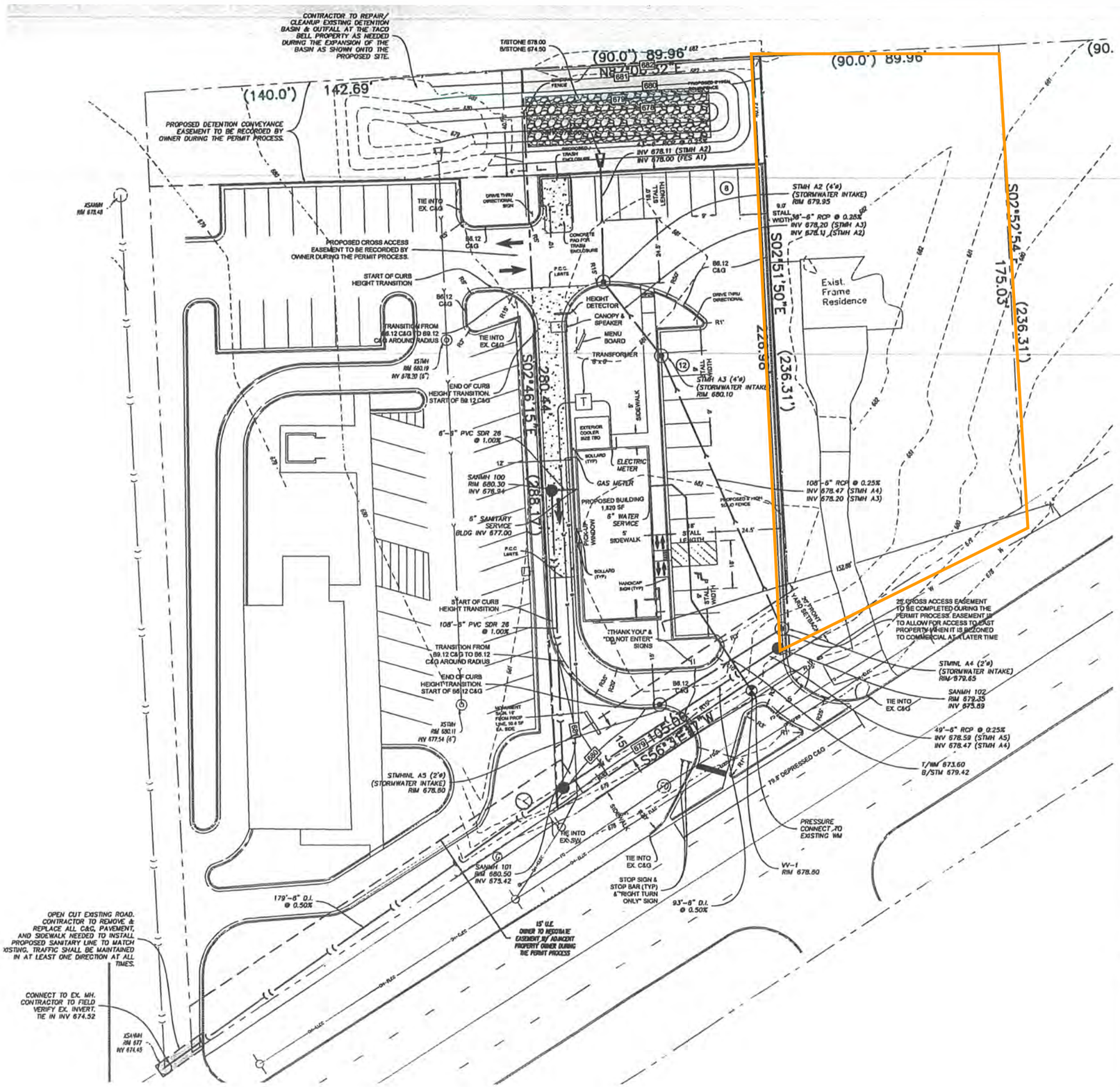
| NO. | REVISIONS: DESCRIPTION | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

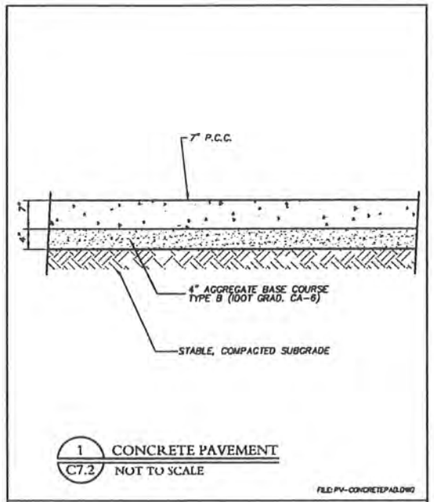
PROJECT
SITE PLAN
3618 MIDDLE ROAD
BETTENDORF, IOWA 52722

DEVELOPER
EMERY CONSTRUCTION GROUP
2303 46th STREET
MOLINE, IL 61265

SHEET NO.
C1

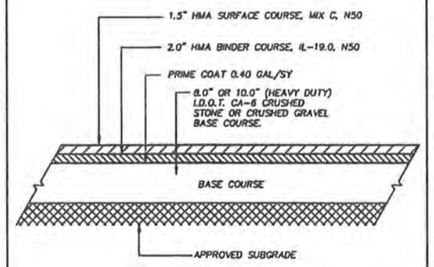
ATTACHMENT D




1 CONCRETE PAVEMENT
C7.2 NOT TO SCALE

FILE: PV-CONCRETEPAD.DWG




2 DETAIL - PAVEMENT SECTION

Scale 1"=40'

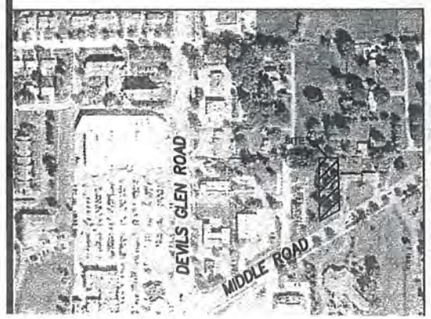
## LEGEND

| | PROPOSED | EXISTING |
|---|---|---|
| STORM SEWER | —>— | —>— |
| SANITARY SEWER | —)—)— | —)—)— |
| WATERMAIN | —8" D.I.W.M.— | —8" D.I.W.M.— |
| ELECTRIC | —E— | —E— |
| TELEPHONE | —T— | —T— |
| GAS | —G— | —G— |
| STORM MANHOLE | ⊙ | ⊙ |
| FLARED END SECTION | ◪ | ◪ |
| SANITARY MANHOLE | ● | ○ |
| VALVE VAULT / B-BOX | ⊗ | ⊗ |
| FIRE HYDRANT | | |
| LIGHT POLES | ■—○■ | ■—○■ |
| TRANSFORMER | T | T |

## UTILITY NOTES

1. ALL WATERMAIN SHALL BE CLASS 52 DUCTILE IRON PIPE UNLESS OTHERWISE SPECIFIED. FITTINGS SHALL MEET AWWA C110 OR C153. VALVE SHALL MEET AWWA C509-87.
2. ALL STORM SEWER PIPE SHALL MEET IDOT SPECIFICATIONS (ART. 550.03) FOR SELECTING THE PIPE CLASS. STORM PIPE MUST MEET ASTM C76 STANDARDS.
3. PRECAST CONCRETE SECTIONS FOR MANHOLES, CATCH BASINS, INLETS AND VAULTS SHALL MEET ASTM C478.
4. EXISTING UTILITIES SHOWN ARE FOR INFORMATION ONLY AND ARE NOT NECESSARILY EXCLUSIVE. CONTRACTOR SHALL VERIFY UTILITIES WHERE POSSIBLE AND NOTIFY ENGINEER OF DISCREPANCIES, EXCEPTIONS, OR OMISSIONS AS SOON AS POSSIBLE.
5. NO FILTER FABRIC ALLOWED UNDER FRAMES OR GRATES. ALL STRUCTURES SHALL HAVE INLET FILTERS INSTALLED. ALL INLET PROTECTION SHOULD BE IN ACCORDANCE WITH THE APPROVED STORMWATER POLLUTION PREVENTION PLAN.
6. GENERAL CONTRACTOR SHALL VERIFY SPECIFIC SIZE AND LOCATION OF CONDUIT FOR GAS, ELECTRIC AND TELEPHONE PRIOR TO INSTALLATION.
7. ALL EXISTING DRAIN TILE LOCATED WITHIN THE SITE BOUNDARY SHALL BE REMOVED OR ABANDONED AS NECESSARY. ALL DRAIN TILE ENTERING SITE SHALL BE TIED INTO PROPOSED STORM LINE OR REROUTED TO MAINTAIN EXISTING DRAINAGE PATTERNS. IN PLACES WHERE THE PROPOSED WATERMAIN AND EXISTING ACTIVE DRAINTILE CROSS, THE WATERMAIN SHALL BE INSTALLED WITH CASING 10 FEET ON EITHER SIDE OF CROSSING.
8. SANITARY PLUGS WILL BE REQUIRED DURING CONSTRUCTION AT ALL EXISTING MANHOLES WHERE PROPOSED CONNECTIONS ARE MADE AND AT THE FIRST MANHOLE OF EACH PROPOSED SANITARY LINE.
9. CONTRACTOR TO SEE LANDSCAPE AND IRRIGATION SPECIFICATIONS IN ARCHITECTURAL PLANS AND CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
10. ALL STORM STRUCTURES LOCATED IN AND ALONG ALL B6.12 CURB AND GUTTER SHALL HAVE CURB FRAME AND GRATES.
11. ALL ROOF DOWNSPOUTS MUST TIE DIRECTLY INTO THE STORM SEWER SYSTEM. NO OVERLAND DRAINAGE WILL BE PERMITTED FOR THE ROOF DRAINS.
12. FRAME AND GRATE REQUIREMENTS:
    STORM STRUCTURE (PAVEMENT) – NEENAH R-1557 FRAME, R-2557 TYPE G GRATE
    STORM STRUCTURE (CURB) – NEENAH R-1557 FRAME, R-2557 TYPE G GRATE
    STORM STRUCTURE (GRASS) – NEENAH R-4341-A
    SANITARY STRUCTURE – NEENAH R-171.3 WITH SOLID LID
    EXCEPTIONS TO ABOVE ARE NOTED ON PLANS.

## LOCATION MAP



RESOLUTION NO. _____ - 18

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
3592 MIDDLE RD
(LOT 4, VICTOR ARCHER'S ADDITION)

WHEREAS, ECA Architects, Inc, has submitted a site development plan for 3592 Middle Road (Lot 4, Victor Archer's Addition), and

WHEREAS, the staff and Planning and Zoning Commission have reviewed said site development plan and recommended approval of it subject to conditions presented below, and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the site development plan for 3592 Middle Road (Lot 4, Victor Archer's 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. City Engineer must approve water quality and storm water detention design prior to City Council approval of the site development plan.
3. A storm water easement is required to be placed on Lot 1 and Lot 4, Victor Archer's Addition to facilitate the sharing of the storm water detention facility. This easement must be recorded prior to the issuance of building permits.
4. The right-in/right-out island will be removed south of Lot 4, Victor Archer's Addition ONLY when full access is granted to Lot 5, Victor Archer's First Addition by easement. The shared access easement would be required to meet City standards for emergency vehicles. The easement must be recorded at the Scott County Recorder's Office.
5. Easement for sanitary sewer to be 15 feet wide and acquired by the developer from the owner of Lot 3, Victor Archer's Addition prior to the issuance of any building permits. Proof of easement acquisition must be presented to the Building Department.

PASSED, APPROVED, AND ADOPTED THIS 17th day of July, 2018.

_____
Robert Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

CONTRACTOR AND OR OWNER:

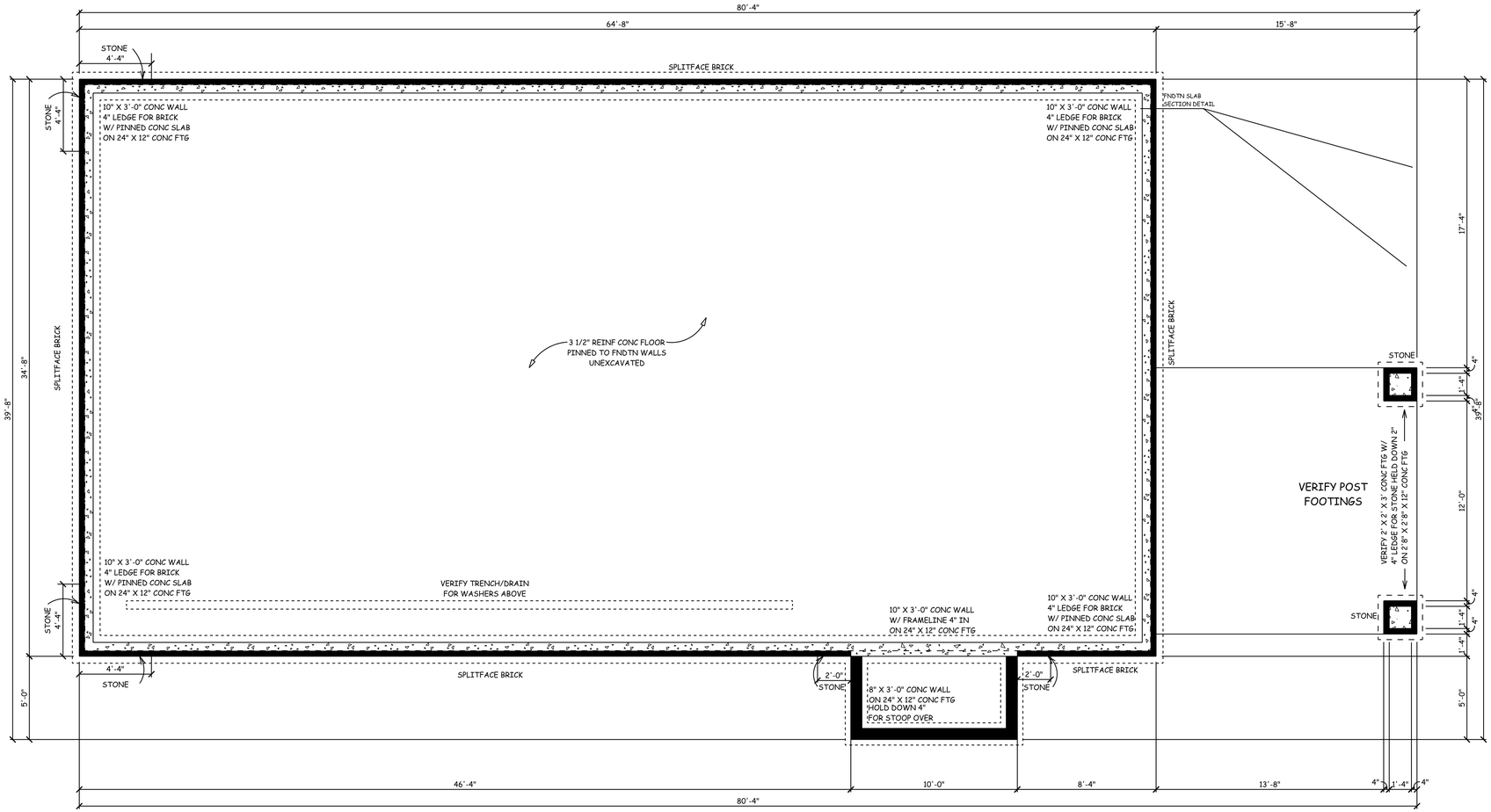
ELDRIDGE LUMBERYARD INC. HAS MADE EVERY ATTEMPT TO PRODUCE THIS PLAN WITH ERROR FREE DIMENSIONS, CORRECT ENGINEERING AND CONSTRUCTION STANDARDS THAT APPLY TO THE QUAD CITY AREA. HOWEVER, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DRAWINGS AND DIMENSIONS WITH THE SUBCONTRACTORS AND OWNERS.

DUE TO THE MANY DIFFERENT AREA BUILDING DEPARTMENTS AND BUILDING CODE INTERPRETATIONS, WE FIND IT NECESSARY FOR THE CONTRACTOR AND OR OWNER TO BE COMPLIENT WITH LOCAL BUILDING CODES WHERE THE PROJECT IS TO BE BUILT.

ALL FLOOR AND ROOF LOAD REQUIREMENTS HAVE BEEN CALCULATED ACCORDING TO LOCAL BUILDING CODES. FLOOR JOIST SPAN TABLES FOR 40# LIVE AND 15# DEAD ROOF TRUSS AND CONVENTIONAL ROOF FRAMING HAVE BEEN CALCULATED FOR 30# LIVE AND 20# DEAD LOAD. TJI TABLES OF 480/L ARE USED FOR SPAN LIMITATION.

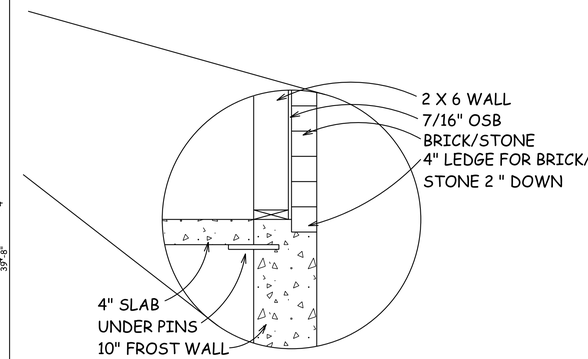
SOME, BUT NOT ALL RESTRICTIONS THAT NEED TO BE VERIFIED WITH LOCAL BUILDING DEPARTMENTS ARE LISTED BELOW. PLEASE VERIFY BEFORE ORDERING PRODUCTS.

A. BASEMENT EGRESS REQUIREMENTS
B. ANY AND ALL FIRE CODE REQUIRMENTS
C. SCUTTLE ACCESS REQUIREMENTS
D. DEAD BOLT LOCKS
E. TEMPERED GLASS REQUIREMENTS
F. SOIL BEARING TEST AND COMPACTION REQUIREMENTS
G. SITE PREPARATION FOR FROST WALLS AND GRADE
H. ENERGY AND INSULATION REQUIREMENTS
I. GARAGE FOUNDATION WALL THICKNESS AND FOOTING SIZE WITH BRICK VENEER.




FOUNDATION PLAN

SCALE: 1/4" = 1'-0

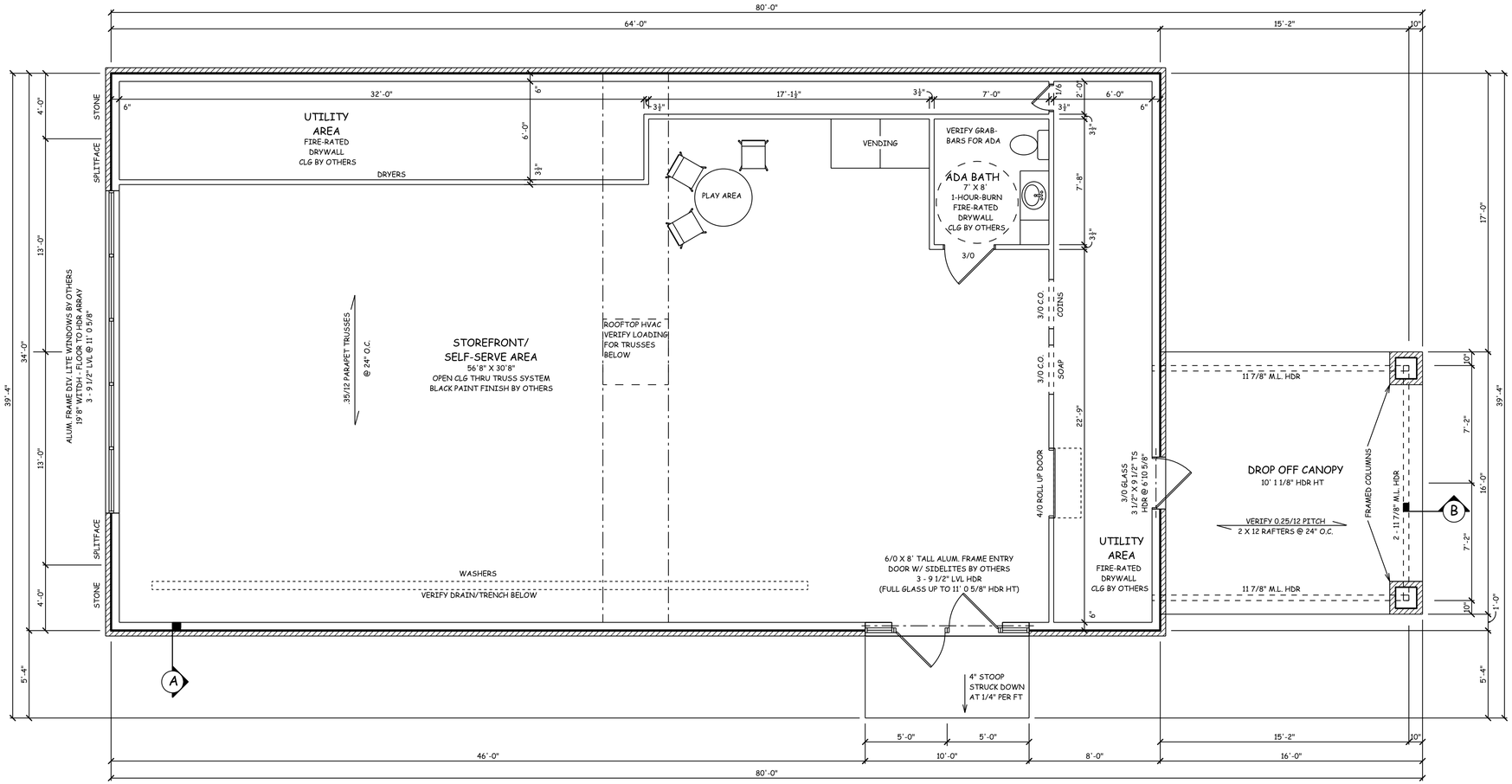



PINNED SLAB
FOUNDATION DETAIL

SCALE: 1" = 1'

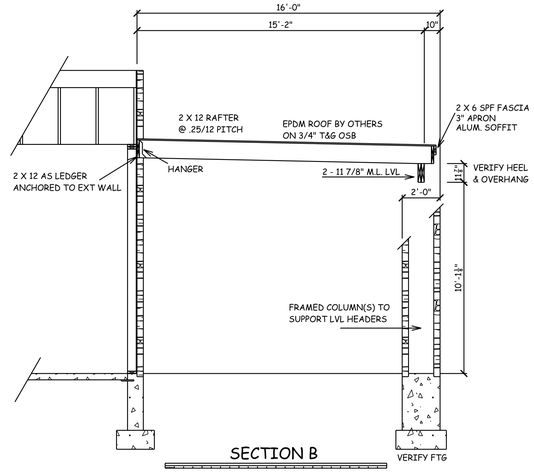
ELDRIDGE LUMBERYARD
563-285-9691

| | | |
|---|---|---|
| SCALE: 1/4" = 1'-0" | EMERY CONSTRUCTION | DRAWN BY ZAS |
| DATE:5/16/2022 | | REVISED |
| ELDRIDGE LUMBERYARD INC. | | |
| 4692-05-22 | FINAL | DRAWING NUMBER 1 OF 3 |



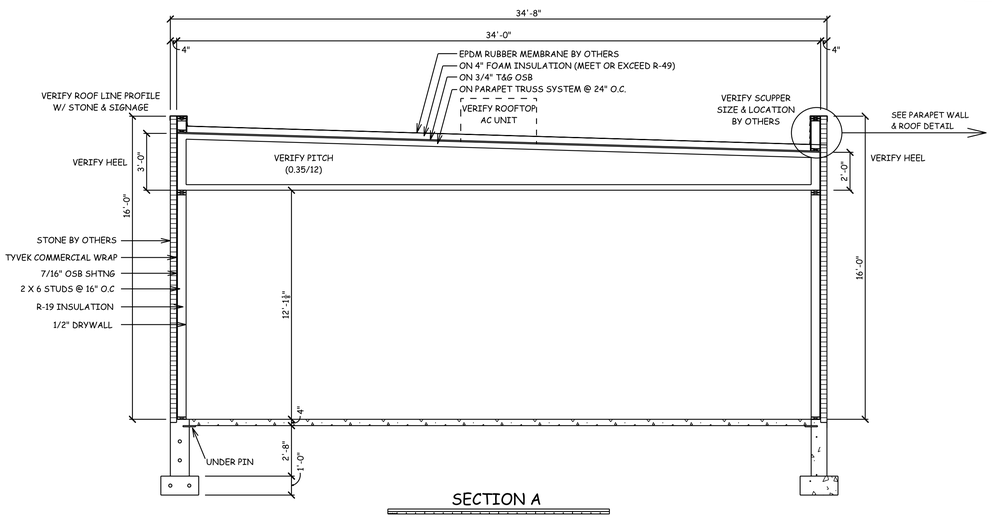

## MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0



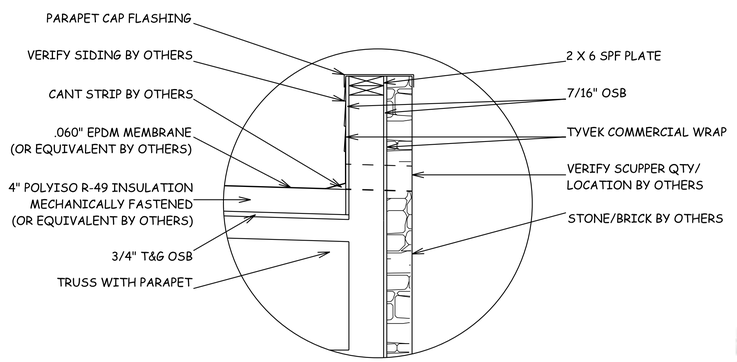

## SECTION B

SCALE: 1/4" = 1'-0




## SECTION A

SCALE: 1/4" = 1'-0

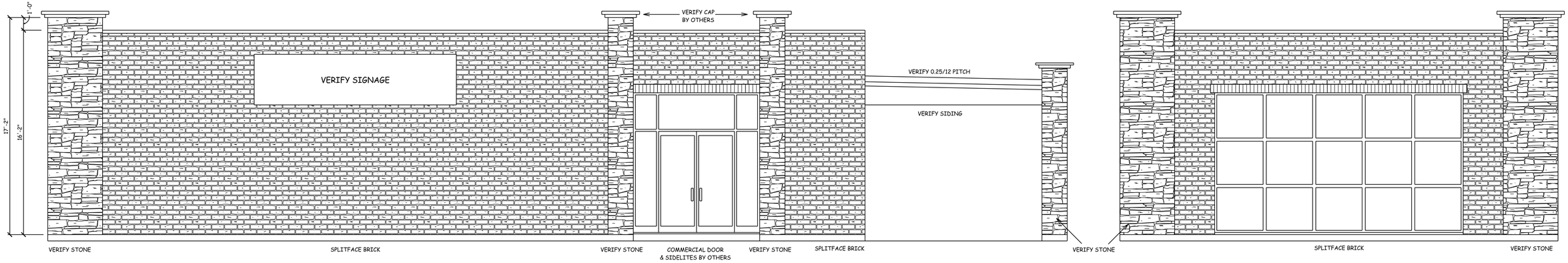



## PARAPRET WALL & ROOF DETAIL

SCALE: 1" = 1'

ELDRIDGE LUMBERYARD
563-285-9691

| | | |
|---|---|---|
| SCALE: 1/4" = 1'-0" | EMERY CONSTRUCTION | DRAWN BY ZAS |
| DATE:5/16/2022 | | REVISED |
| ELDRIDGE LUMBERYARD INC. | | |
| 4692-05-22 | FINAL | DRAWING NUMBER 2 OF 3 |

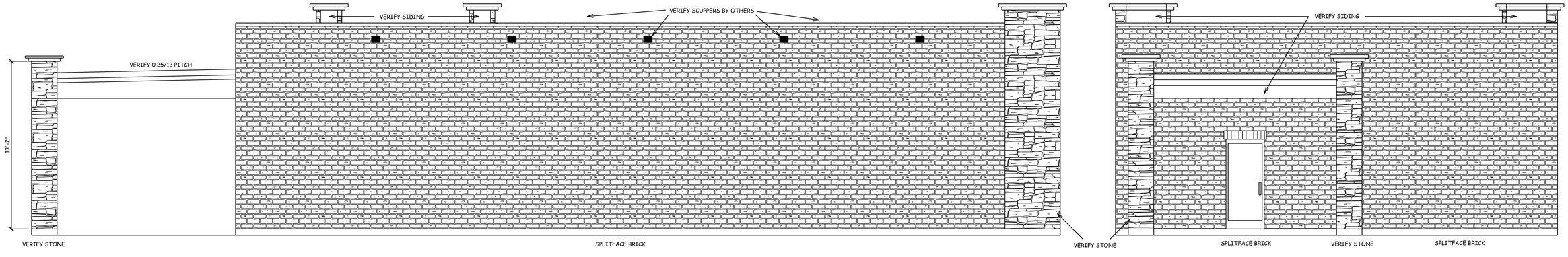



FRONT ELEVATION

SCALE: 1/4" = 1'-0

LEFT ELEVATION

SCALE: 1/4" = 1'-0




REAR ELEVATION

SCALE: 1/4" = 1'-0

RIGHT ELEVATION

SCALE: 1/4" = 1'-0

ELDRIDGE LUMBERYARD
563-285-9691

| | | |
|---|---|---|
| SCALE: 1/4" = 1'-0" | EMERY CONSTRUCTION | DRAWN BY ZAS |
| DATE:5/16/2022 | | REVISED |
| ELDRIDGE LUMBERYARD INC. | | |
| 4692-05-22 | FINAL | DRAWING NUMBER 3 OF 3 |

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

July 20, 2022

Staff Report

**Case No. 22-050**
**Location:** 3618 Middle Road – Rezoning
**Applicant:** Emery Construction Group, Inc./Jack Laud
**Current Zoning Classification:** A-2, Rural Residence District
**Proposed Zoning Classification:** C-2, Community Commercial District
**Current Land Use Designation:** Community Commercial

**Background Information and Facts**
Emery Construction Group, Inc./Jack Laud has submitted an application for the rezoning of 3618 Middle Road (see Zoning Aerial - Attachment A). This parcel is a remnant from a larger surrounding area that was originally zoned A-2 and. is currently in residential use. The petitioner is requesting a rezoning from A-2 to C-2. The future land use designation for this site is Community Commercial (see Future Land Use Aerial - Attachment B). A laundromat is proposed for this location (see Concept Plan - Attachment C). The site development plan that was approved for Dunkin' which is adjacent to the lot in question includes a condition for shared access (see Site Development Plan and Resolution - Attachments D and E). The building will have an exterior treatment of split-faced brick and stone (see Floor Plan and Elevations – Attachment F).

**Future Land Use and Comprehensive Plan**
The proposed C-2 zoning is allowed under the Community Commercial Future Land Use designation. Additionally, Laundry Services are a permitted use in the C-2 zoning district. Adjacent zoning is C-2 to the east and west. An A-2 parcel exists immediately to the north and an A-1, Agricultural Urban Reserve District is located south across Middle Road. This proposal aligns with the Comprehensive Plan Goal C: Attract and Retain Business and Industry, by bringing a new commercial service to the area.

**Utilities**

Utilities are available along Middle Road. Water service, sanitary sewer, and electrical will originate along Middle Road. It is the responsibility of the developer to connect to all utilities. Sanitary sewer will be required to be extended to the parcel directly to the east.

**Thoroughfare Plan/Access**

Vehicular access to the site will come from Middle Road and via a private access easement to Middle Drive. A sidewalk is required along the property's Middle Road frontage matching the width of the sidewalk currently in place in front of the Dunkin' site.

**Storm Water Detention**

Storm water detention is required, and the design must be approved by the City Engineer at the time a site development plan is submitted.

**Recommended Action**

Staff recommends the Planning and Zoning Commission approve the rezoning request given the site's location near other commercial establishments zoned C-2. Additionally, Middle Road is an appropriate minor arterial designed for and capable of handling the traffic generated by a development of this nature.

In addition to the noted analysis provided above, staff finds the zoning amendment adequately addresses all of the following concerns as prescribed in 11-15-13(B) of the Zoning Ordinance:

1. The rezoning conforms to the future land use map in the comprehensive plan, as described in the Preamble and further in subsection A-1-3 of Appendix 1.
2. The amendment is consistent with the goals and objectives of the comprehensive plan.
3. If the responses for both Subsection 11-15-13 B.1. and 11-15-13 B.2. of this section are not affirmative, then either the amendment request recommendation must be denied or the planning and zoning

commission and city council must amend the comprehensive plan to provide the required consistency.

4. The subject property, after the city council approval of the requested rezoning, will be designed so as to permit characteristics of said zoning district that will not negatively impact the nearby parcels.
5. The potential externalities and applicable performance standard requirements governing factors (such as noise, neon lights, odors, etc.) of the rezoning request have been adequately considered.
6. There are adequate public utilities and services available to the land if rezoned. If not, there is an identified party who will pay to install them.
7. The pattern of development that has occurred surrounding the subject property is examined, as other characteristics of the subject property are considered, to make a determination regarding a request for an amendment change.
8. The proposed amendment is in the public interest and not solely in the interests of the applicant.

Staff recommends approval of the rezoning request subject to the following conditions:

1. Approval of the rezoning does not waive any applicable city, state, or federal provisions as required by law.
2. A site development is required to be approved by City Council prior to the issuance of building permits.

Respectfully submitted,

Greg Beck
City Planner

July 25, 2022

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

SUBJECT: Planning and Zoning Commission's decision on rezoning request for 3618 Middle Road, A-2 to C-2, submitted by Emery Construction Group, Inc./Jack Laud. (Case 22-050)

Honorable Mayor and Members of the City Council:

On July 20, 2022, 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

10. Case 22-050; 3618 Middle Road, A-2 Rural Residence District to C-2 Community Commercial District, submitted by Emery Construction Group, Inc./Jack Laud.

Beck reviewed the staff report.

Ormsby asked for clarification of the changes that would be made to the entrance on Middle Road. Beck explained that the resolution approving the site development plan for Dunkin' located to the west of this lot included a condition that the right-in/right-out island would be removed at such time as access was granted to Lot 5. He added that the entrance will be shared between the two lots and would provide full access. Morlok explained that because of the narrowness of the lots, there was not enough space for a full access entrance for Lot 4 at the time it was developed.

> On motion by Adam, seconded by Stoltenberg, that the request to rezone 3618 Middle Road, A-2 to C-2, be recommended for approval subject to staff recommendations.
>
> ALL AYES

Motion carried.

**CITY OF BETTENDORF**
**CITY COUNCIL MEETING MINUTES**

**SEPTEMBER 20, 2022**

The City Council of Bettendorf, Iowa met in regular session on September 20, 2022 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**: Adamson (Zoom), Brown, Connors, Naumann, Sechser, Baden, Webster
**Presiding:** Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance followed with an Invocation given by Michelle Spencer.

## PROCLAMATION

Mayor Gallagher read a proclamation proclaiming September 15, 2022 – October 15, 2022 as Hispanic Heritage Month in the Bettendorf Community. Aleshia Chiesa and Torri Smith, Members of the Board of Directors for the Greater Quad Cities Hispanic Chamber of Commerce were on hand to receive the proclamation. Ms. Chiesa thanked the Mayor and Council for the proclamation and their support, and stated the importance of celebrating as a community. Ms. Chiesa invited everyone to the GQCHCC's free block party, Project Now, on September 22, 2022 at 3:30 pm, 709 4th Avenue, Moline, IL.

## PUBLIC REQUESTS OF COUNCIL

Dan Ellard of 443 Grant St, Bettendorf; Jason Deutmeyer, 2325 Wrenwood Ct, Bettendorf; Randy Childers, 3050 South Hampton Dr, Bettendorf; Randy Brockhage of 220 Benton St, LeClaire; Theresa Majchrzak, 3436 Valley Dr, LeClaire; and Catherine Hamling on behalf of her family at 2364 Palmera Ct, Bettendorf, all addressed the Mayor and Council with their concerns and/or opposition of the potential sale of the Life Fitness Center and/or the potential new project, "The Landing.".

Skip Saldivar of 2738 State Street addressed the Mayor and Council with his request to put a stoplight at 28th and State Street; he further stated his concerns regarding a large bush blocking the view at the corner of the Community Center; and a residence on Mississippi Blvd not keeping their property up. Mr. Saldivar expressed his gratitude for the Police and Fire Chiefs and to all the Department Heads for their work.

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

## PUBLIC HEARING REGARDING THE APPROVAL OF A MASTER LEASE AGREEMENT WITH ENTERPISE FLEET MANAGEMENT FOR THE LEASE OF A LIMITED NUMBER OF CITY VEHICLES

Finance Director Jason Schadt gave an explanation of the resolution. Mayor Gallagher asked for any questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council and the Public Hearing was closed.

## RESOLUTION

Council Member Connors presented a resolution authorizing the Finance Director to enter into contract with Enterprise Fleet Management for the lease of a limited number of city vehicles, and made a motion to approve the resolution as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson

(aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**PUBLIC HEARING REGARDING THE 2023 INTAKE REPAIR PROGRAM**

Public Works Director Brian Schmidt gave an explanation of the resolution. Mayor Gallagher asked for any questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one 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 2023 Intake Repair Program, and made a motion to approve the resolution as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**PUBLIC HEARING REGARDING AMENDING SECTION 10-4A-2 ENTITLED "NON-UNIFORM AMENDMENTS" OF THE CITY CODE OF THE CITY OF BETTENDORF**

Community Development Director Mark Hunt gave an explanation of the resolution. Mayor Gallagher asked for any questions. None presented. Mayor Gallagher verified that the Notice of Public Hearing had been published and no written correspondence had been received on the matter. Mayor Gallagher then opened the Public Hearing. No one addressed the Council and the Public Hearing was closed.

**ORDINANCE**

Council Member Webster presented the first reading of an ordinance amending the City Code of the City of Bettendorf, Iowa, by repealing City Code Section 10-4A-2, Non-Uniform Amendments, and made a motion to approve the ordinance at its first reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any questions. Council Members Webster and Connors expressed their difference with the State's opinion on this matter and stated they would reluctantly vote affirmatively. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**ORDINANCE – FIRST READING AMENDING CITY CODE SECTION 8-1-1 "WATER WELL CONSTRUCTION PERMIT" BY ADDING A LUST SITE AT 1740 STATE STREET**

Council Member Sechser presented the first reading of an ordinance amending the City Code of the Bettendorf City Code Section 8-1-1 "Water Well Construction Permit" by adding a LUST Site at 1740 State Street, and made a motion to approve the ordinance at its first reading as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**ORDINANCE – SECOND READING AMENDING BETTENDORF CITY CODE SECTION 6-1-131, "NO PARKING ZONES ENUMERATED" BY ADDING A NO PARKING ZONE ON ONTARIO DRIVE**

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

**ORDINANCE – SECOND READING AMENDING BETTENDORF, IOWA ZONE MAP FOR 3618 MIDDLE ROAD, LOT 5, VICTOR ARCHER'S ADDITION, A-2, RURAL RESIDENCE DISTRICT TO C-2, COMMUNITY COMMERCIAL DISTRICT (CASE 22-050)**

Council Member Webster presented the second reading of an ordinance amending the Bettendorf, Iowa Zone Map for 3618 Middle Road (Lot 5, Victor Archer's Addition), A-2, Rural Residence District to C-2, Community Commercial District, and made a motion to approve the ordinance at its second reading as presented. Council Member Baden seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**ORDINANCE – THIRD AND FINAL READING REZONING OF PROPERTY LOCATED EAST OF CRESTVIEW HEIGHTS SUBDIVISION, A-1, AGRICULTURAL/ URBAN RESERVE DISTRICT TO A-2, RURAL RESIDENCE DISTRICT (CASE 22-041)**

Council Member Sechser presented the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for property generally located east of Crestview Heights Subdivision, A-1, Agricultural/ Urban Reserve District to A-2, Rural Residence District, and made a motion to approve the ordinance at its final reading as presented. Council Member Naumann seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**ORDINANCE – THIRD AND FINAL READING REZONING OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HOPEWELL AND CRISWELL STREET, A-1, AGRICULTURAL/ URBAN RESERVE DISTRICT TO R-3, MIXED RESIDENTIAL DISTRICT (CASE 22-047)**

Council Member Naumann presented the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for property generally located southwest of the intersection of Hopewell Avenue and Criswell Street, A-1, Agricultural/ Urban Reserve District to R-3, Mixed Residential District, and made a motion to approve the ordinance at its final reading as presented. Council Member Webster seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**ORDINANCE – THIRD AND FINAL READING REZONING OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF HOPEWELL AND CRISWELL STREET, A-1, AGRICULTURAL/ URBAN RESERVE DISTRICT TO R-2, SINGLE-FAMILY RESIDENCE DISTRICT (CASE 22-048)**

Council Member Brown presented the third and final reading of an ordinance amending the Bettendorf, Iowa Zone Map for property located at the northwest corner of Hopewell and Criswell Street, A-1, Agricultural/ Urban Reserve District to R-2, Single-Family Residence District, and made a motion to approve the ordinance at its final reading as presented. Council Member Connors seconded the motion. Mayor Gallagher asked for any discussion from Council. None presented. Roll call vote indicated Adamson (abstain); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

**CONSENT AGENDA**

Mayor Gallagher asked for a motion to approve the Consent Agenda as presented. Council Member Naumann made a motion to approve the Consent Agenda as presented, and Council Member Webster seconded the motion. Mayor Gallagher asked Council for any questions. Council Member Sechser reiterated his comments from last night's Committee of the Whole meeting wherein he moved to remove Consent Agenda Items B and C and move them to Items to Appear. The motion died on the floor for a lack of a second. Roll call vote to approve the Consent Agenda indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (nay); Baden (aye); and Webster (aye). The motion passed 6-1.

**ADJOURNMENT**

There being no further business, Council Member Naumann made a motion to adjourn and Council Member Webster seconded the motion. The meeting was adjourned at approximately 7:40 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

**CONSENT AGENDA**
**SEPTEMBER 20, 2022**

**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 September 6, 2022 (Approve and Adopt)

B. Resolution setting the date for a public hearing relating to the sale of approximately 3.05 acres of city-owned real estate located at 2222 Middle Road, Bettendorf, Iowa. (Approve and Adopt)

C. Resolution setting the date for a public hearing relating to the lease of certain city-owned real property pursuant a Shared Use Agreement with the YMCA of the Iowa Mississippi Valley. (Approve and Adopt)

D. Resolution authorizing the yearly subscriptions for Microsoft 365 cloud based productivity and security software and services. (Approve and Adopt)

E. Resolution awarding the contract and approving the contract and bond for the Competition Drive Extension Project East of Middle Road. (Approve and Adopt)

F. Resolution authorizing the Mayor to sign a Subaward Agreement with the Iowa Homeland Security and Emergency Management for the 33rd Street Drainage Basin Flooding Improvements. (Approve and Adopt)

G. Resolution approving Change Order #1 for the 2022 Alley Rehabilitation Program. (Approve and Adopt)

H. Resolution accepting improvements for the 15th Street Retaining Wall. (Approve and Adopt)

I. Resolution accepting improvements for the 2022 Pavement Markings Program. (Approve and Adopt)

J. Resolution approving the Civil Service List submitted for the IT Analyst position for the Finance Department. (Approve and Adopt)

K. Resolution approving the Civil Service List submitted for the Custodian position for the Public Works Department. (Approve and Adopt)

L. Resolution approving the Civil Service List submitted for the Traffic Technician position for the Public Works Department. (Approve and Adopt)

M. Resolution authorizing the Fire Chief to sign a Purchase Agreement with Reliant Fire Apparatus for the purchase of one (1) Pierce Enforcer Pumper; cost not to exceed $700,523.00. (Approve and Adopt)

N. Resolution reappointing members of the City of Bettendorf Library Board of Trustees. (Approve and Adopt)

O. Resolution approving the Quad Cities Firefighter Chili Cook Off Event, October 8, 2022, on the Isle Property. (Approve and Adopt)

P. Resolution approving a mobile food unit license for Schaa-Bo's. (Approve and Adopt)

Q. Resolution approving liquor license renewals and requests for Crawford Brew Works and The Vintage Pop-Up Bar. (Approve and Adopt)

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

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Brian Fries, P.E.
Assistant City Engineer
**WARD:** All

**Item Title:**

Resolution awarding the contract and approving the contract and bond for the 2023 Intake Repair Program.

**Explanation:**

This repair project includes removal and replacement or repair and adjustment of storm water catch basins (curb drop inlets) at various locations in Bettendorf. Work will require repair or replacement of structure tops, or removal of the intake walls down to or including the concrete base, and reconstruction of the walls, pavement box-out, and adjacent pavement patching. Steel castings will be reused unless broken or in need of updating.

Bids were received on September 27, 2022. Langman Construction, Inc. of Rock Island, Illinois was the low bidder of two (2) bids received. Bids ranged from the high of $263,040.00 to the low of $249,447.00, which is 7.5% above the engineer's estimate of $232,000.00.

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

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

This project (SM0138) was approved with a total budget of $200,000 within the Community Improvement Program (CIP). Additional funding will be taken from SM0140 that has available unused funding. Please note that individual line items have increased between 14% and 35% when compared to the 2022 Intake Repair Program, which bid in February 2022.

**List Attachments:**
Resolution
Bid Tabulation
Proposal

RESOLUTION NO._____-22

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT AND BOND FOR THE 2023 INTAKE REPAIR 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

2023 Intake Repair Program

WHEREAS, bids were accepted for the construction of the above project on the 27th day of September, 2022, with Langman Construction of Rock Island, Illinois submitting the lowest responsible bid in the amount of $249,447.00 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 is hereby accepted for the 2023 Intake Repair Program in the amount of $249,447.00.

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 $250,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

Passed, Approved and Adopted this 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

| | **2023 Intake Repair Program** | | | **LANGMAN CONSTRUCTION, INC.** | | **AmeriCore, LLC** | |
|---|---|---|---|---|---|---|---|
| | *Bid Open: September 27, 2022 10:00 a.m.* | | | **Total Price** | **$249,447.00** | **Total Price** | **$263,040.00** |
| **Line #** | **Description** | **QTY** | **UOM** | **Unit** | **Extended** | **Unit** | **Extended** |
| 1 | Single Intake, Standard Class I, Remove and Replace | 2 | EA | $7,980.00 | $15,960.00 | **$5,200.00** | $10,400.00 |
| 2 | IDOT Intake, Standard Class I, Remove and Replace | 2 | EA | $11,950.00 | $23,900.00 | **$7,800.00** | $15,600.00 |
| 3 | IDOT Intake, Standard Class II, Remove and Replace | 4 | EA | $11,950.00 | $47,800.00 | **$8,635.00** | $34,540.00 |
| 4 | Single Intake, Repair and Adjust | 7 | EA | $3,970.00 | $27,790.00 | **$2,300.00** | $16,100.00 |
| 5 | Double Intake, Repair and Adjust | 2 | EA | $4,950.00 | $9,900.00 | **$3,000.00** | $6,000.00 |
| 6 | IDOT Intake, Adjust Top And Walls | 9 | EA | $5,985.00 | $53,865.00 | **$5,500.00** | $49,500.00 |
| 7 | Sanitary Manhole, Repair and Adjust | 1 | EA | $2,950.00 | $2,950.00 | **$2,000.00** | $2,000.00 |
| 8 | Chimney Seal | 1 | EA | **$550.00** | $550.00 | $1,600.00 | $1,600.00 |
| 9 | Storm Sewer Pipe, (15" or Smaller) | 100 | LF | **$60.00** | $6,000.00 | $100.00 | $10,000.00 |
| 10 | Storm Sewer Pipe, (18" or Larger) | 100 | LF | **$60.00** | $6,000.00 | $130.00 | $13,000.00 |
| 11 | Water Service Lines, Lower or Replace | 100 | LF | **$15.00** | $1,500.00 | $40.00 | $4,000.00 |
| 12 | Pavement, Driveway, and Sidewalk Removal | 200 | SY | $59.90 | $11,980.00 | **$30.00** | $6,000.00 |
| 13 | Granular Drainable Base (6") | 100 | TON | **$20.00** | $2,000.00 | $45.00 | $4,500.00 |
| 14 | Crushed Rock Stabilization (6") | 100 | TON | **$20.00** | $2,000.00 | $45.00 | $4,500.00 |
| 15 | Perforated Flexible Draintile (4") | 100 | LF | **$15.00** | $1,500.00 | $20.00 | $2,000.00 |
| 16 | PCC Pavement (6") | 50 | SY | **$40.00** | $2,000.00 | $80.00 | $4,000.00 |
| 17 | PCC Pavement (7") | 100 | SY | **$45.00** | $4,500.00 | $115.00 | $11,500.00 |
| 18 | PCC Pavement (8") | 100 | SY | **$46.00** | $4,600.00 | $122.00 | $12,200.00 |
| 19 | PCC Pavement (9") | 100 | SY | **$47.00** | $4,700.00 | $126.00 | $12,600.00 |
| 20 | PCC Pavement (10") | 100 | SY | **$50.00** | $5,000.00 | $150.00 | $15,000.00 |
| 21 | PCC Driveway (6") | 100 | SY | **$50.00** | $5,000.00 | $117.00 | $11,700.00 |
| 22 | P.C.C. Sidewalk, 4-inch | 400 | SF | **$5.00** | $2,000.00 | $18.00 | $7,200.00 |
| 23 | Detectable Warning Surfaces at ADA Curb Ramps | 50 | SF | $95.00 | $4,750.00 | **$50.00** | $2,500.00 |
| 24 | Select Topsoil, (4") | 200 | SY | **$10.00** | $2,000.00 | $14.00 | $2,800.00 |
| 25 | Sodding | 200 | SY | **$5.00** | $1,000.00 | $17.00 | $3,400.00 |
| 26 | Flexible Growth Medium | 200 | SY | **$0.01** | $2.00 | $1.00 | $200.00 |
| 27 | Seeding and Fertilizing | 200 | SY | **$1.00** | $200.00 | **$1.00** | $200.00 |

| Line # |
|---|
| 1 |
| 2 |
| 3 |
| 4 |
| 5 |
| 6 |
| 7 |
| 8 |
| 9 |
| 10 |
| 11 |
| 12 |
| 13 |
| 14 |
| 15 |
| 16 |
| 17 |
| 18 |
| 19 |
| 20 |
| 21 |
| 22 |
| 23 |
| 24 |
| 25 |
| 26 |
| 27 |

## FORM OF CONTRACT

**THIS CONTRACT**, made the 4th day of October, A.D., 2022, 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 **2023 Intake Repair 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:

$249,447.00

computed as follows:

| **2023 Intake Repair** | | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| Item | Item Description | | | | |
| 1 | Single Intake, Standard Class I, Remove and Replace | 2 | EA | $ 7,980.00 | $ 15,960.00 |
| 2 | IDOT Intake, Standard Class I, Remove and Replace | 2 | EA | $ 11,950.00 | $ 23,900.00 |
| 3 | IDOT Intake, Standard Class II, Remove and Replace | 4 | EA | $ 11,950.00 | $ 47,800.00 |
| 4 | Single Intake, Repair and Adjust | 7 | EA | $ 3,970.00 | $ 27,790.00 |
| 5 | Double Intake, Repair and Adjust | 2 | EA | $ 4,950.00 | $ 9,900.00 |
| 6 | IDOT Intake, Adjust Top and Walls | 9 | EA | $ 5,985.00 | $ 53,865.00 |
| 7 | Sanitary Manhole, Repair and Adjust | 1 | EA | $ 2,950.00 | $ 2,950.00 |
| 8 | Chimney Seal | 1 | EA | $ 550.00 | $ 550.00 |
| 9 | Storm Sewer Pipe, (15" or Smaller) | 100 | LF | $ 60.00 | $ 6,000.00 |
| 10 | Storm Sewer Pipe, (18" or Larger) | 100 | LF | $ 60.00 | $ 6,000.00 |
| 11 | Water service Lines, Lower or Replace | 100 | LF | $ 15.00 | $ 1,500.00 |
| 12 | Pavement, Driveway and Sidewalk Removal | 200 | SY | $ 59.90 | $ 11,980.00 |
| 13 | Granular Drainable Base (6") | 100 | Ton | $ 20.00 | $ 2,000.00 |
| 14 | Crushed Rock Stabilization (6") | 100 | Ton | $ 20.00 | $ 2,000.00 |
| 15 | Perforated Flexible Draintile (4") | 100 | LF | $ 15.00 | $ 1,500.00 |
| 16 | PCC Pavement (6") | 50 | SY | $ 40.00 | $ 2,000.00 |
| 17 | PCC Pavement (7") | 100 | SY | $ 45.00 | $ 4,500.00 |
| 18 | PCC Pavement (8") | 100 | SY | $ 46.00 | $ 4,600.00 |
| 19 | PCC Pavement (9") | 100 | SY | $ 47.00 | $ 4,700.00 |
| 20 | PCC Pavement (10") | 100 | SY | $ 50.00 | $ 5,000.00 |
| 21 | PCC Driveway (6") | 100 | SY | $ 50.00 | $ 5,000.00 |
| 22 | P.C.C. Sidewalk, 4-inch | 400 | SF | $ 5.00 | $ 2,000.00 |
| 23 | Detectable Warning Surfaces at ADA Curb Ramps | 50 | SF | $ 95.00 | $ 4,750.00 |
| 24 | Select Topsoil, (4") | 200 | SY | $ 10.00 | $ 2,000.00 |
| 25 | Sodding | 200 | SY | $ 5.00 | $ 1,000.00 |
| 26 | Flexible Growth Medium | 200 | SY | $ 0.01 | $ 2.00 |
| 27 | Seeding and Fertilizing | 200 | SY | $ 1.00 | $ 200.00 |
| | | | | **Total Base Bid:** | **$ 249,447.00** |

**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 May 15, 2023. 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 S. Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

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

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Brent O. Morlok, P.E.
City Engineer
**WARD:** 3

**Item Title:**

Resolution awarding the contract for the 29th Street and Middle Road Traffic Signal Installation.

**Explanation:**

The intersection at Middle Road and 29th Street was previously evaluated for the potential installation of a traffic signal due to increasing delays on 29th Street / Palmer Hills Golf Course. The signal warrant analysis indicated that three (3) warrants were met and staff subsequently recommended installation. This contract will cover the actual physical installation of the materials and equipment, which have been procured separately by the City to help save the usual markup from contractors.

Bids were opened on September 27, 2022. Davenport Electric Contract Company Co. of Davenport, Iowa was the low bidder of two (2) bids received. Bids ranged from the high of $368,972.30 to the low of $89,136.69.

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:**

This project (CD0104) was approved with a total budget of $200,000 within the Community Improvement Program. With the approval of this contract, the total project cost will be approximately $295,000. The additional funding will be taken from several other traffic project numbers which still have available funding and can be reduced.

This is another example of the significant price increases that we continue to see for our capital projects. The chart below shows a comparison between pricing for the 23rd St and Grant St. intersection which was completed in 2021 and this project for several major items that were similar in size and scope. The total project cost for the 23rd St. & Grant St. project was approximately $180,000 comparatively.

| Item | 2021 Pricing | 2022 Pricing |
|---|---|---|
| Mast Arms & Signal Poles | $29,220 | $49,713 |
| Traffic Signal Materials | $51,003 | $73,841 |
| Traffic Signal Installation | $38,606 | $89,136 |

**List Attachments:**

Resolution
Bid Tabulation
Contract

RESOLUTION NO._____-22

RESOLUTION AWARDING THE CONTRACT FOR THE 29TH STREET AND MIDDLE ROAD TRAFFIC SIGNAL INSTALLATION

WHEREAS, the City of Bettendorf issued a Request for Proposals for the 29th Street and Middle Road Traffic Signal Installation, and

WHEREAS, bids were received for construction on the 27th day of September, 2022, and

WHEREAS, two (2) bids were received and Davenport Electric Contract co. of Davenport, Iowa was the lowest responsible bid in the amount of $89,136.69, and

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

WHEREAS, a total purchase order amount of $100,000, which contains the contingency, is hereby approved to cover any unforeseen changes that may arise during construction.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that the proposal from Davenport Electric Contract Co. be accepted and the Mayor and City Administrator is hereby authorized to sign the contract for execution of said project.

Passed, Approved and Adopted this 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

## 29th and Middle Rd Traffic Signal Installation

| | | | | DECCO | | Tri-City Electric | |
|---|---|---|---|---|---|---|---|
| | | | | Total Price | $89,136.69 | Total Price | $368,972.30 |
| Item # | Description | QTY | UOM | Unit | Extended | Unit | Extended |
| 1 | Pedestrian Pole Foundation Install | 1 | EA | $936.00 | $936.00 | $2,278.00 | $2,278.00 |
| 2 | Pedestrian Pole Foundation Install - Hydroexcavate | 7 | EA | $2,045.00 | $14,315.00 | $3,036.00 | $21,252.00 |
| 3 | Mast Arm Foundation Install - 16' x 3' | 2 | EA | $4,125.00 | $8,250.00 | $12,876.00 | $25,752.00 |
| 4 | Mast Arm Foundation Install - 14' x 3' | 1 | EA | $3,903.00 | $3,903.00 | $12,876.00 | $12,876.00 |
| 5 | Mast Arm Foundation Install - 12' x 3' | 1 | EA | $3,499.00 | $3,499.00 | $12,876.00 | $12,876.00 |
| 6 | Hydroexcavate & Install Culvert | 3 | EA | $2,130.00 | $6,390.00 | $46,621.00 | $139,863.00 |
| 7 | Setting Mast Arm - 55' | 1 | EA | $2,515.00 | $2,515.00 | $8,145.00 | $8,145.00 |
| 8 | Setting Mast Arm - 50' | 1 | EA | $2,334.00 | $2,334.00 | $8,145.00 | $8,145.00 |
| 9 | Setting Mast Arm - 40' | 1 | EA | $2,243.00 | $2,243.00 | $8,145.00 | $8,145.00 |
| 10 | Setting Mast Arm - 35' | 1 | EA | $2,152.00 | $2,152.00 | $8,145.00 | $8,145.00 |
| 11 | Pedestrian Pole Install | 7 | EA | $181.86 | $1,273.02 | $1,276.00 | $8,932.00 |
| 12 | Reinforcing Steel Cage - 12' | 1 | EA | $1,182.00 | $1,182.00 | $4,257.00 | $4,257.00 |
| 13 | 3-Section Fixture With Back Plates Install | 10 | EA | $397.00 | $3,970.00 | $862.00 | $8,620.00 |
| 14 | 4-Section Fixture With Back Plates Install | 4 | EA | $419.75 | $1,679.00 | $1,052.00 | $4,208.00 |
| 15 | Pedestrian Signal Install | 8 | EA | $368.75 | $2,950.00 | $862.00 | $6,896.00 |
| 16 | Push Button Install | 8 | EA | $164.38 | $1,315.04 | $638.00 | $5,104.00 |
| 17 | Preemption Install | 4 | EA | $212.50 | $850.00 | $767.00 | $3,068.00 |
| 18 | Camera Install | 9 | EA | $620.66 | $5,585.94 | $1,241.00 | $11,169.00 |
| 19 | Lighted Street Name Sign Install | 4 | EA | $391.50 | $1,566.00 | $1,146.00 | $4,584.00 |
| 20 | Street Sign Install | 4 | EA | $209.75 | $839.00 | $686.00 | $2,744.00 |
| 21 | Luminaire Install | 4 | EA | $186.75 | $747.00 | $686.00 | $2,744.00 |
| 22 | Conduit Install - 4" | 120 | LF | $23.38 | $2,805.60 | $52.00 | $6,240.00 |
| 23 | Conduit Install - 2" | 155 | LF | $15.22 | $2,359.10 | $35.00 | $5,425.00 |
| 24 | Meter Base Install | 1 | EA | $1,080.00 | $1,080.00 | $862.00 | $862.00 |
| 25 | Traffic Cabinet Install | 1 | EA | $3,354.00 | $3,354.00 | $14,420.00 | $14,420.00 |
| 26 | IMSA 7 Conductor Install | 4000 | LF | $1.28 | $5,120.00 | $2.60 | $10,400.00 |
| 27 | XLP / XHHW Wire Install – #6 | 520 | LF | $0.89 | $462.80 | $2.60 | $1,352.00 |
| 28 | XLP / XHHW Wire Install – #8 | 600 | LF | $0.78 | $468.00 | $2.60 | $1,560.00 |
| 29 | CAT5E Install | 1975 | LF | $1.13 | $2,231.75 | $2.60 | $5,135.00 |
| 30 | #10 XLP / XHHW Locate Wire Install | 280 | LF | $0.72 | $201.60 | $2.02 | $565.60 |
| 31 | IMSA 3 Conductor Install | 575 | LF | $1.14 | $655.50 | $2.02 | $1,161.50 |
| 32 | #10 THHN Install | 460 | LF | $0.66 | $303.60 | $2.02 | $929.20 |
| 33 | Ground Rod Install | 18 | EA | $45.44 | $817.92 | $543.00 | $9,774.00 |
| 34 | Handhole Install | 1 | EA | $782.82 | $782.82 | $1,345.00 | $1,345.00 |

## FORM OF CONTRACT

**THIS CONTRACT**, made the 4th day of October, A.D., 2022, by and between Davenport Electric Contract Company (DECCO), hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

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

**ARTICLE I. SCOPE OF WORK** - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the construction of the **Middle Rd & 29th St Traffic Signals**, 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:

$89,136.69

computed as follows:

**Base Bid**

| Item No. | Description | Quantity | Units | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Pedestrian Pole Foundation Install | 1 | EA | $936.00 | $936.00 |
| 2 | Pedestrian Pole Foundation Install - Hydroexcavate | 7 | EA | $2,045.00 | $14,315.00 |
| 3 | Mast Arm Foundation Install - 16' x 3' | 2 | EA | $4,125.00 | $8,250.00 |
| 4 | Mast Arm Foundation Install - 14' x 3' | 1 | EA | $3,903.00 | $3,903.00 |
| 5 | Mast Arm Foundation Install - 12' x 3' | 1 | EA | $3,499.00 | $3,499.00 |
| 6 | Hydroexcavate & Install Culvert | 3 | EA | $2,130.00 | $6,390.00 |
| 7 | Setting Mast Arm - 55' | 1 | EA | $2,515.00 | $2,515.00 |
| 8 | Setting Mast Arm - 50' | 1 | EA | $2,334.00 | $2,334.00 |
| 9 | Setting Mast Arm - 40' | 1 | EA | $2,243.00 | $2,243.00 |
| 10 | Setting Mast Arm - 35' | 1 | EA | $2,152.00 | $2,152.00 |
| 11 | Pedestrian Pole Install | 7 | EA | $181.86 | $1,273.02 |
| 12 | Reinforcing Steel Cage - 12' | 1 | EA | $1,182.00 | $1,182.00 |
| 13 | 3-Section Fixture With Back Plates Install | 10 | EA | $397.00 | $3,970.00 |
| 14 | 4-Section Fixture With Back Plates Install | 4 | EA | $419.75 | $1,679.00 |
| 15 | Pedestrian Signal Install | 8 | EA | $368.75 | $2,950.00 |
| 16 | Push Button Install | 8 | EA | $164.38 | $1,315.04 |
| 17 | Preemption Install | 4 | EA | $212.50 | $850.00 |
| 18 | Camera Install | 9 | EA | $620.66 | $5,585.94 |
| 19 | Lighted Street Name Sign Install | 4 | EA | $391.50 | $1,566.00 |
| 20 | Street Sign Install | 4 | EA | $209.75 | $839.00 |
| 21 | Luminaire Install | 4 | EA | $186.75 | $747.00 |
| 22 | Conduit Install - 4" | 120 | LF | $23.38 | $2,805.60 |
| 23 | Conduit Install - 2" | 155 | LF | $15.22 | $2,359.10 |
| 24 | Meter Base Install | 1 | EA | $1,080.00 | $1,080.00 |
| 25 | Traffic Cabinet Install | 1 | EA | $3,354.00 | $3,354.00 |
| 26 | IMSA 7 Conductor Install | 4,000 | LF | $1.28 | $5,120.00 |
| 27 | XLP / XHHW Wire Install – #6 | 520 | LF | $0.89 | $462.80 |
| 28 | XLP / XHHW Wire Install – #8 | 600 | LF | $0.78 | $468.00 |
| 29 | CAT5E Install | 1,975 | LF | $1.13 | $2,231.75 |
| 30 | #10 XLP / XHHW Locate Wire Install | 280 | LF | $0.72 | $201.60 |
| 31 | IMSA 3 Conductor Install | 575 | LF | $1.14 | $655.50 |
| 32 | #10 THHN Install | 460 | LF | $0.66 | $303.60 |
| 33 | Ground Rod Install | 18 | EA | $45.44 | $817.92 |
| 34 | Handhole Install | 1 | EA | $782.82 | $782.82 |
| | | | | **Total Base Bid:** | **$89,136.69** |

**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 November 18, 2022. 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 Proposal

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

Davenport Electric Contract Company (DECCO)
(Contractor)

By _____

_____

_____
Title

ATTEST:

_____

_____

_____
Title

CITY OF BETTENDORF, IA

_____
Robert S. Gallagher
Mayor

ATTEST:

_____
Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2022.

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Jerry Bishop
Civil Engineer
**WARD:** 1, 3, 4

**Item Title:**

Resolution accepting improvements for the 2022 Pavement Preservation Program.

**Explanation:**

The work consisted of applying approximately 11,500 square yards of Bituminous Ravel Seal. With this program, a gilsonite modified bituminous pavement sealer and rejuvenator was applied directly to the surface of recently paved hot mix asphalt streets.

The work also consisted of applying approximately 15,000 square yards of GSB Friction Seal to existing asphalt streets. GSB Friction Seal is an emulsified Gilsonite Asphalt surface treatment which includes the simultaneous application of a suitable fine aggregate to maintain adequate surface friction.

Gee Asphalt Systems of Cedar Rapids, Iowa has satisfactorily completed all work on the project. The final construction cost for the project was $93,388.80.

Relationship to Goals: Upgraded City Infrastructure & Public Facilities.

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

The overall project (RU0037 and RU0038) was approved with a total budget of $100,000 within the Community Improvement Program (CIP).

**List Attachments:**
Resolution
CIP Worksheet
Contractor Evaluation Report

RESOLUTION NO._____-22

RESOLUTION ACCEPTING IMPROVEMENTS FOR THE 2022 PAVEMENT PRESERVATION PROGRAM

WHEREAS, on the 19th day of April, 2022, the City of Bettendorf entered into contract with Gee Asphalt Systems of Cedar Rapids, Iowa for the construction of certain improvements to the street system of said City; namely, the

2022 Pavement Preservation 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 $93,388.80.

Passed, Approved and Adopted this 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

# *CITY OF BETTENDORF*
# *COMMUNITY IMPROVEMENT PROJECT SUMMARY SHEET*

| | |
|---|---|
| **Project Description:** | **2022 Pavement Preservation Program** |
| **Project Manager:** | Jerry Bishop |
| **CIP Budget:** | 100,000.00 |
| **Funding Source:** | G.O. Bonds |
| **Purchase Order Amount:** | 100,000.00 |
| **Final Total Project Cost:** | 93,388.80 |

| | |
|---|---|
| **Project #:** | RU0037 |
| | RU0038 |
| **FY Budgeted:** | 21/22 |
| **Resol. for award:** | 111-22 |

**Change Orders Detail** **(Insert Rows/Categories as Necessary)**

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

**Project Cost Summary** **(Insert Rows/Categories as Necessary)**

| Expenditure Category | Vendor / Description | | Actual |
|---|---|---|---|
| Construction Contract | Gee Asphalt | | 93,388.80 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **Final Total Project Cost** | | 93,388.80 |

# CITY OF BETTENDORF
# CONTRACTOR EVALUATION REPORT

Projects: RU0037/RU0038 - 2022 Pavement Preservation Program

Contractor: Gee Asphalt (Vendor # 10758) — [x] Primary [ ] Subcontrac

| | Point Range | Score | | Points Earned |
|---|---|---|---|---|
| *WORK PERFORMANCE: 55%* | | | | |
| A. Completion on schedule | 0 to 3 | 3.0 | x 0.275 = | 0.83 |
| B. Quality of the finished product | 0 to 3 | 2.5 | x 0.275 = | 0.69 |
| *CONTINUITY OF WORK SCHEDULE: 20%* | | | | |
| C. Minimum gaps between work days | 0 to 3 | 2.2 | x 0.20 = | 0.44 |
| *ORGANIZATION / MANAGEMENT: 15%* | | | | |
| D. Coordination with suppliers, other contractors and utilities, and engineer | 0 to 3 | 2.3 | x 0.05 = | 0.12 |
| 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 | 2.5 | x 0.05 = | 0.13 |
| | | Initial Rating: | | 2.57 |
| Liens Filed - If lien(s) have been filed | 0 or -1 | | | 0.00 |
| | | **Final Rating:** | | 2.57 |

Ratings:

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

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

Field Inspector — Date

Chief Inspector — Date

Engineer — 9-12-22 — Date

Contractor — 9-12-22 — Date

**MEETING DATE:** October 4, 2022
**REQUESTED BY:** Brent O. Morlok, P.E.
City Engineer
**WARD:** 5

**Item Title:**

Resolution approving Change Order #1 for the FG80 Site Development Sanitary and Storm Sewer Project

**Explanation:**

In accordance with the approved development agreement for the FG80 Development project to be located at the northeast corner of the Forest Grove Dr. and Middle Rd. intersection, the City is responsible to construct all public sanitary sewer and storm sewer mains to serve the development. The original scope of work for this project included all of the trunk main sewers with the exception of the trunk sewer that connected to Competition Dr. That sewer run was still being designed with the final Competition Dr. plans and was originally planned to be bid as part of that project.

However; after several discussions with staff and the FG80 contractor regarding schedule, coordination between the two projects and material lead time, it was decided to move that additional storm sewer run into this project to ensure it could be completed and not create a scheduling problem for the completion of Competition Dr. Additionally, staff compared the pricing to the other eight (8) bids received for the FG80 project and the savings exceeded $65,000 compared to the next low bid. The total change order amount is $153,000.

To summarize, staff recommends adding this additional work to the current contract to leverage what we believe was exceptional pricing and to ensure a more expedited construction schedule given the tight window to complete these projects.

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 FG80 Development / Forest Grove Drive Phase IV project is a multi-year project that was approved with multiple project numbers / budgets totaling $3,800,000 within the Community Improvement Program (CIP). An additional $1,100,391 grant was awarded through the State of Iowa RISE program which will go towards roadway construction for the project. It should be noted that the initial budget was prepared prior to this construction season's inflationary pricing, and staff anticipates that amount having to increase to cover the overall project cost. Changes will be reflected in the proposed CIP budget for construction in 2024.

**List Attachments:**
Resolution
Change Order #1

RESOLUTION NO._____-22

RESOLUTION APPROVING CHANGE ORDER #1 FOR THE
FG80 SITE DEVELOPMENT SANITARY AND STORM SEWER PROJECT

WHEREAS, on the 2nd day of August, 2022, the City of Bettendorf entered into contract with Hawkeye Sewer and Water for the construction of sewer improvements to the sanitary and storm sewer system of said City; namely, the

FG80 Site Development Sanitary and Storm Sewer Project

WHEREAS, the increase to completed contract items are deemed appropriate to achieve the intended purpose of the improvements in a cost-effective manner;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Change Order No. 1 for the FG80 Site Development Sanitary and Storm Sewer Project be approved, and that the Public Works Director is authorized to execute the said work order.

Passed, Approved and Adopted this 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

# CONTRACT CHANGE ORDER

Order No. 1 Date 9/28/22

Project: FG80 Site Development
Sanitary & Storm Sewer Project

Project Nos. SM0143, PW0561, PW0562

Contractor: Hawkeye Sewer & Water

Description of Changes:

| | Item | Quantity | Unit Price | Total Amount |
|---|---|---|---|---|
| 1. | 36" RCP | 908 LF | $ 125.00 | $ 113,500.00 |
| 2. | 60" Storm Manhole | 3 EA | $8,500.00 | $ 25,500.00 |
| 3. | Granular Backfill | 700 TONS | $ 20.00 | $ 14,000.00 |
| | | | Total | $ 153,000.00 |
| | | | Net Amount Added | $ 153,000.00 |

Reasons for Changes:

Additional storm sewer run added to the contract. This pipe run was initially planned to be included in the Competition Dr. Extension project, but for schedule and pricing reasons it makes more sense to include in this contract.

Contract Price Adjustments:

| | |
|---|---|
| Original Contract Amount | $ 1,103,995.00 |
| Prior Change Order No.'s 1 to 1 | $ 0.00 |
| Current Contract Amount | $ 1,103,995.00 |
| Amount of this Order | $ 153,000.00 |
| New Contract Price | $ 1,256,995.00 |

Conditions:

1. The contract time is hereby extended 30 calendar day(s), establishing a ~~new~~ contract completion date of January 16, 2023.
2. The work described herein shall be done in compliance with the revised and additional construction drawings identified as (none) .
3. This change order shall be deemed supplementary to the original contract and the terms and conditions of that contract shall apply to this work.

Recommended by _____ 9-28-22
Project Engineer Date

Accepted:
For the City of Bettendorf, Iowa

By: _____
City of Bettendorf

Date: _____

For the Contractor:

By: _____
Hawkeye Sewer & Water

Date: 9/28/22

**COUNCIL LETTER**

**MEETING DATE:** October 4, 2022

**REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Resolution approving the final plat of FG 80 Holdings Second Addition (replat of Lot 1 and Lot 5, FG 80 Holdings First Addition), submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-058)

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

Kevin Koellner/Focus Real Estate Development has submitted the final plat of FG 80 Holdings Second Addition located north of Forest Grove Drive and east of Middle Road near the Interstate 80 corridor (see Aerial Map – Attachment A). The final plat contains seven lots which encompass a total of 64.50 acres, more or less (see FG 80 Holdings Second Addition Final Plat - Attachment B). The final plat for FG 80 Holdings First Addition was reviewed and recommended for approval at the May 18, 2022 Bettendorf Planning & Zoning Commission Meeting (see FG 80 Holdings First Addition Final Plat - Attachment C). The proposed second addition replat subdivides Lot 5 of the first addition into six lots, five of which are developable and with one reserved for storm water detention. The proposed second addition replat also adjusts the right-of-way on Lot 1 of the first addition at the intersection of Competition Drive and Forest Grove Drive to accommodate utility conflicts.

The area in the proposed subdivision is contemplated in the Future Land Use Map as Community Commercial (see Future Land Use Map – Attachment D). Adjacent areas located on the west side of Middle Road are also shown as Community Commercial on the Future Land Use Map, with comparable intensity of development as the proposed final plat.

The entirety of the subdivision is located in the C-3, General Business Zoning District (see Zoning Map – Attachment E). The proposed uses on the site are similar to those located at the TBK Bank Sports Complex west of Middle Road and north of Forest Grove Drive.

The Planning and Zoning Commission made a recommendation for approval of the final plat request by a 7-0 margin at the August 17, 2022 meeting.

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

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

N/A

**List Attachments:**

Resolution; (A) Aerial Map; (B) FG 80 Holdings Second Addition Final Plat; (C) FG 80 Holdings First Addition Final Plat; (D) Future Land Use 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. _____ - 22**

**RESOLUTION APPROVING THE FINAL PLAT OF
FG 80 HOLDINGS SECOND ADDITION
(REPLAT OF LOTS 1 AND 5, FG 80 HOLDINGS FIRST ADDITION)**

WHEREAS, Kevin Koellner/Focus Real Estate Development has submitted the final plat of FG 80 Holdings Second Addition (replat of Lots 1 and 5, FG 80 Holdings First Addition), and

WHEREAS, the Planning and Zoning Commission has reviewed said final plat and recommended approval of it, and

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

WHEREAS, approval of the final plat does not waive any other local, state, or federal government provisions as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of FG 80 Holdings Second Addition.

PASSED, APPROVED, AND ADOPTED this 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

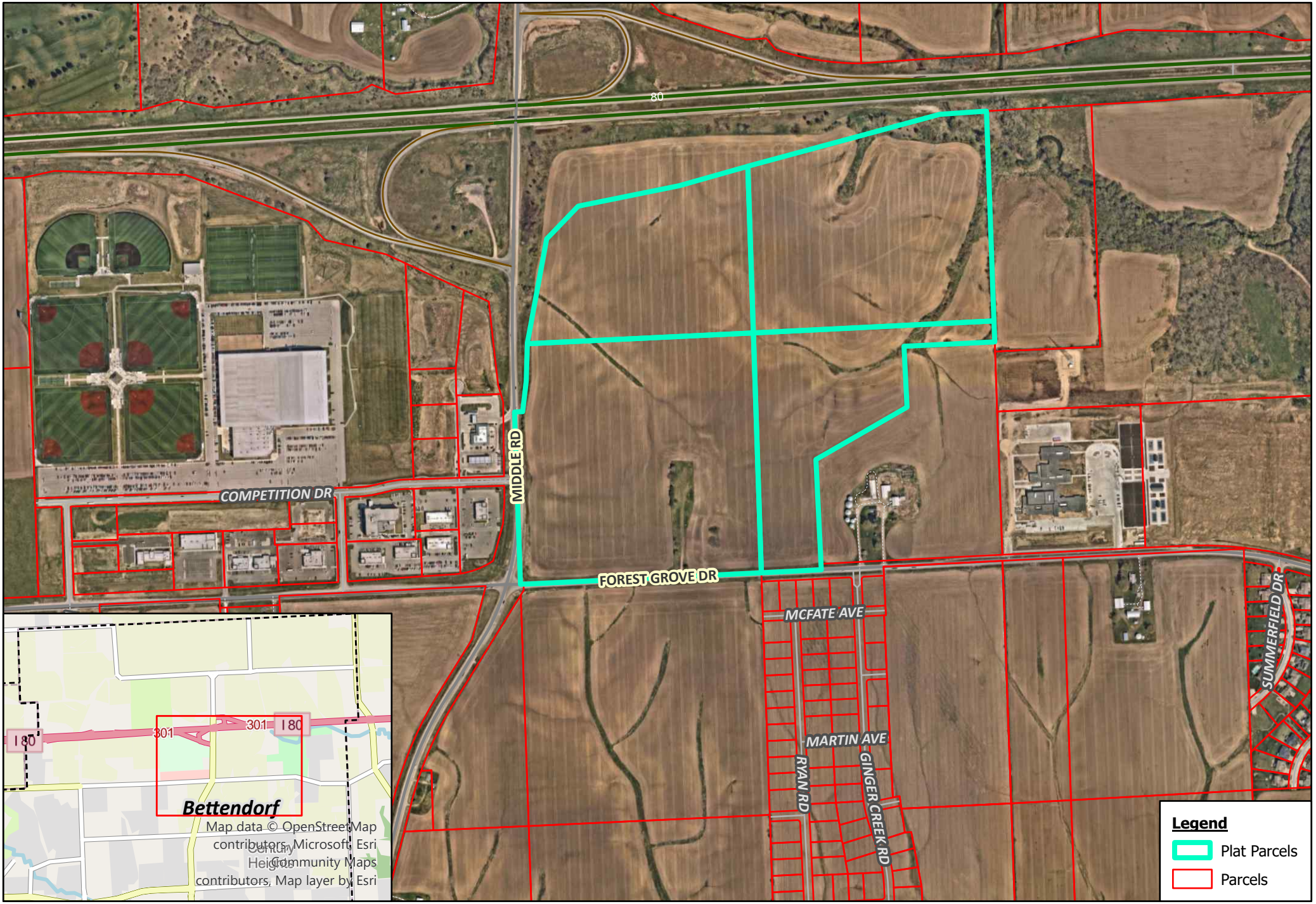
# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Aerial Map

**ATTACHMENT A**

N

1 Inch = 669 Feet

0 262.5 525 1,050 1,575 Feet



ATTACHMENT B

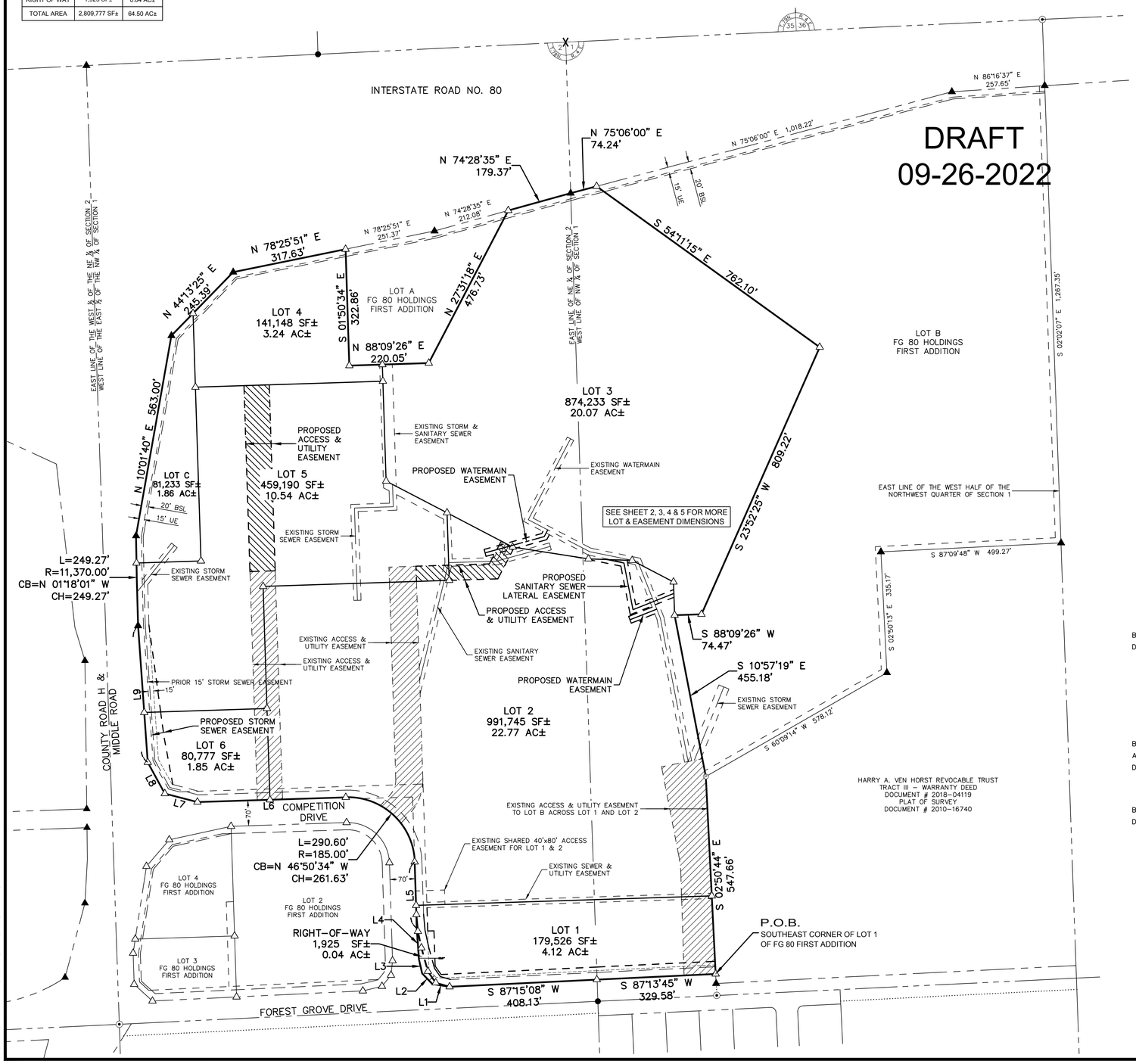
# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

| AREA TABLE | | |
|---|---|---|
| LOT | AREA S.F.± | AREA AC.± |
| LOT 1 | 179,526 SF± | 4.12 AC± |
| LOT 2 | 991,745 SF± | 22.77 AC± |
| LOT 3 | 874,233 SF± | 20.07 AC± |
| LOT 4 | 141,148 SF± | 3.24 AC± |
| LOT 5 | 459,190 SF± | 10.54 AC± |
| LOT 6 | 80,777 SF± | 1.85 AC± |
| LOT C | 81,233 SF± | 1.86 AC± |
| RIGHT OF WAY | 1,925 SF± | 0.04 AC± |
| TOTAL AREA | 2,809,777 SF± | 64.50 AC± |




DRAFT
09-26-2022

OWNER / SUBDIVIDER
FG80 HOLDINGS LLC
KEVIN KOELLNER
1805 STATE STREET SUITE 101
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 80°45'20" W | 48.66' |
| L2 | N 43°58'56" W | 40.46' |
| L3 | N 12°34'29" W | 40.71' |
| L4 | N 03°54'55" W | 85.06' |
| L5 | N 01°50'34" W | 184.38' |
| L6 | S 88°09'26" W | 411.12' |
| L7 | N 75°23'47" W | 93.35' |
| L8 | N 28°35'16" W | 98.54' |
| L9 | N 04°03'04" W | 379.58' |

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

## BASIS OF BEARINGS

IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)

100 50 0 100 200
SCALE: 1" = 100'

## LEGEND

- ▲ REBAR WITH CAP #13581, FOUND
- △ 5/8" REBAR WITH CAP #13581, SET
- WOODEN FENCE POST
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PRIOR EASEMENT LINE (SEE GENERAL NOTES)
- PROPOSED EASEMENT LINE
- EXISTING ACCESS & UTILITY EASEMENT
- PROPOSED ACCESS & UTILITY EASEMENT
- SECTION LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING SETBACK LINE
- PROPOSED SETBACK LINE

## ABBREVIATIONS

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

## 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 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 either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

Lots "A" and "B" in FG 80 First Addition and Lot "C" in FG 80 Second Addition are reserved for stormwater detention.

A Blanket Access Easement across Lots 2, 3, 4, 5 & 6 in FG 80 Second Addition is hereby granted for Lot "A" in FG 80 First Addition.

Access to Lot "B" in FG 80 First Addition across part of Lots 1 in FG 80 First Addition, and part of Lot 1 one in FG 80 Second Addition, is limited to the Access Easement shown on the Final Plat for each Addition.

Easement lines designated as "Prior Easement Lines" as shown in the Legend above were established by the Final Plat for FG 80 Holdings First Addition and are now void, and the boundary of the prior easement expanded beyond the original location.

No Lots shall have direct access onto Middle Road or Forest Grove Drive, except via Competition Drive, or the Access Easement adjacent to the east line of Lots 1 & 2.

LICENSED PROFESSIONAL SURVEYOR
DARYL A. BRICKNER
13581
IOWA

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

DRAFT
09-26-2022

Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

| REVISIONS | | |
|---|---|---|
| No. | DESCRIPTION | DATE |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 101
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022



Monday, September 26, 2022 10:38:59 AM
C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

SEE SHEET 3 & 4 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

LOT 2
991,745 SF±
22.77 AC±
LOT B
FG 80 HOLDINGS FIRST ADDITION

EAST LINE OF NE ¼ OF SECTION 2
WEST LINE OF NW ¼ OF SECTION 1

DRAFT
09-26-2022

LOT B
FG 80 HOLDINGS
FIRST ADDITION

N 10°57'19" W
404.82'

CENTERLINE OF EXISTING 20' WATERMAIN EASEMENT

N 21°58'12" E
177.11'

CENTERLINE OF EXISTING 30' STORM SEWER EASEMENT

N 21°58'12" E
42.18'

35.41'

15' UE

75'

N 79°02'41" E
115.30'

22.93'

50.00'

N 10°57'19" W
254.35'

EXISTING ACCESS & UTILITY EASEMENT TO LOT B ACROSS LOT 1 AND LOT 2

331.16'

547.66'

L=45.41'
R=285.50'
CB=N 06°23'57" W
CH=45.36'

N 01°50'34" W
65.86'

HARRY A. VEN HORST REVOCABLE TRUST
TRUSTEE OF THE HARRY A. VEN HORST REVOCABLE TRUST
DOCUMENT # 2018-04113
PLAT OF SURVEY
DOCUMENT # 2010-16740

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

40 20 0 40 80
SCALE: 1" = 40'

75' EXISTING ACCESS & UTILITY EASEMENT

L=99.74'
R=185.00'
CB=N 76°23'50" W
CH=98.54'

L=46.28'
R=60.18'
CB=N 20°11'17" E
CH=45.15'

N 42°13'07" E
40.38'

30'

L=103.95'
R=135.18'
CB=N 20°11'17" E
CH=101.41'

L=75.55'
R=185.00'
CB=N 49°15'09" W
CH=75.02'

L=290.60'
R=185.00'
CB=N 46°50'34" W
CH=261.63'

N 42°13'07" E
38.46'

L=115.30'
R=185.00'
CB=N 19°41'54" W
CH=113.45'

L=180.63'
R=115.00'
CB=N 46°50'34" W
CH=162.63'

20' UE

70'

30' UE

20' BSL

20' BSL

EXISTING SHARED 40'x80' ACCESS EASEMENT FOR LOT 1 & 2

EXISTING 15' SEWER & UTILITY EASEMENT

COMPETITION DRIVE
(60' ROW)

N 01°50'34" W 184.38'
120.49'

80'

40'

7.5'

N 88°09'26" E 819.38'

83.68'

S 02°50'44" E

N 01°50'34" W
25.46'

7.5'

LOT 2
FG 80 HOLDINGS
FIRST ADDITION

S 01°50'34" E 271.60'

N 01°50'34" W
38.43'

S 05°13'12" E
46.66'

SEE DETAIL "A" FOR EASEMENT DIMENSIONS

LOT 1
FG 80 HOLDINGS FIRST ADDITION

LOT 1
179,526 SF±
4.12 AC±

RIGHT-OF-WAY
1,925 SF±
0.04 AC±

N 03°54'55" W
85.06'

S 11°58'28" E
46.66'

20' BSL

S 15°21'06" E
67.62'

S 06°22'29" W
40.41'

N 12°34'29" W
40.71'

S 34°42'09" E
38.44'

25' UE

20' BSL

35' UE

N 43°58'56" W
40.46'

S 73°57'05" E
39.88'

S 87°15'08" W 408.13'

S 87°13'45" W 329.58'

N 01°50'34" W
217.89'

216.50'

20' BSL

35' UE

87.48'

S 38°51'39" W
39.57'

S 76°40'22" W
54.51'

N 80°45'20" W
48.66'

P.O.B.
SOUTHEAST CORNER OF LOT 1
OF FG 80 FIRST ADDITION

FOREST GROVE DRIVE

30' UE

N 01°50'34" W 64.53'

N 88°09'26" E
17.32'

UTILITY EASEMENT

S 01°50'34" E 97.45'

20' BSL

PRIOR UTILITY EASEMENT

S 34°42'09" E
129.72'

25' UE

20'

0 20'
SCALE: 1" = 20'

DETAIL "A"

DRAFT
09-26-2022

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

REVISIONS

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022



Monday, September 26, 2022 10:38:43 AM
C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT
FOR
# FG 80 HOLDINGS SECOND ADDITION
A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

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

DRAFT
09-26-2022

LOT C
81,233 SF±
1.86 AC±

LOT 5
459,190 SF±
10.54 AC±

LOT 6
80,777 SF±
1.85 AC±

LOT 2
991,745 SF±
22.77 AC±

SEE SHEET 5 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

SEE SHEET 4 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

SEE SHEET 2 FOR MORE DETAILED DIMENSIONS

L=75.49'
R=11,370.00'
CB=N 00°51'45" W
CH=75.49'

N 38°34'35" E
59.76'

111.19'

N 88°09'26" E 178.88'

CENTERLINE OF EXISTING 20' STORM SEWER EASEMENT

N 38°34'35" E
105.66'

L=173.78'
R=11,370.00'
CB=N 01°29'26" W
CH=173.78'

93.34'

15'

379.58'
240.90'

N 07°42'06" W
242.91'

PRIOR 15' STORM SEWER EASEMENT

15'

PROPOSED STORM SEWER EASEMENT

COUNTY ROAD H &
MIDDLE ROAD

N 04°03'04" W

45.51'

N 88°09'26" E 340.16'

S 07°42'06" E
69.10'

138.68'

15' UE

S 10°23'13" E
134.82'

N 28°35'16" W
98.54'

S 75°23'47" E
73.99'

15'

30' UE

20' BSL

N 75°23'47" W
93.35'

200.94'

S 88°09'26" W 411.12'

COMPETITION
DRIVE

70.00'

42.14'

N 88°09'26" E
260.00'

515.75'

90.18'

N 01°50'34" W
209.00'

10'

10'

EXISTING 20' STORM
SEWER EASEMENT

N 01°50'34" W
47.00'

70' EXISTING ACCESS
& UTILITY EASEMENT

338.50'

691.51'

253.01'

N 01°50'34" W

EXISTING 20' SANITARY
SEWER EASEMENT

N 88°09'26" E
75.00'

N 01°50'34" W
42.14'

N 88°09'26" E

N 01°50'34" W
42.14'

1.0'

49.00'

N 01°50'34" W
187.32'
138.32'

10'

10'

90.57'

13.73'

75' EXISTING ACCESS
& UTILITY EASEMENT

10'

10'

EXISTING 20' SANITARY
SEWER EASEMENT

N 13°46'24" E 284.87'

546.89'

546.89'

N 01°50'34" W

N 01°50'34" W

272.57'

75' EXISTING ACCESS
& UTILITY EASEMENT

L=99.74'
R=185.00'
CB=N 76°23'50" W
CH=98.54'

L=46.28'
R=60.18'
CB=N 20°11'17" E
CH=45.15'

30' UE

N 42°13'07" E
40.38'

35' UE

L=103.95'
R=135.18'
CB=N 20°11'17" E
CH=101.41'

L=75.55'
R=185.00'
CB=N 49°15'09" W
CH=75.02'

210.18'

70'

L=290.60'
R=185.00'
CB=N 45°50'34" W
CH=261.63'

N 42°13'07" E
38.46'

N 88°09'26" E 320.16'

N 77°41'14" E 175.18'

20' UE

20' BSL

L=180.64'
R=115.00'
CB=N 45°50'34" W
CH=162.63'

L=115.30'
R=185.00'
CB=N 19°41'54" W
CH=113.45'

LOT 6
FG 80 HOLDINGS FIRST ADDITION

0 20 40 80
SCALE: 1" = 40'

| No. | DESCRIPTION | DATE |
|---|---|---|
| | REVISIONS | |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 100
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

| | |
|---|---|
| IMEG Project No: | 21003795.01 |
| File Name: | 21003795-01 FG80 2nd Final Plat.dwg |
| © COPYRIGHT 2022 ALL RIGHTS RESERVED | |
| Field Book No: | |
| Drawn By: | DAB |
| Checked By: | *** |
| Date: | 9/26/2022 |



Monday, September 26, 2022 10:38:23 AM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

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

40 20 0 40 80
SCALE: 1" = 40'

DRAFT
09-26-2022

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L10 | N 13°48'24" E | 50.89' |
| L11 | N 27°31'18" E | 55.46' |
| L12 | N 74°38'44" E | 73.01' |
| L13 | N 74°38'44" E | 96.99' |
| L14 | N 27°31'18" E | 21.16' |

LOT 4
141,148 SF±
3.24 AC±

N 88°09'26" E 220.05'
91.50' 128.55'
46.00'
315.00'
276.92'
S 01°50'34" E 322.92'
EXISTING 35' STORM & SANITARY SEWER EASEMENT
7.5'
27.5'
17.5'

LOT 5
459,190 SF±
10.54 AC±

N 01°50'34" W 61.73'
N 88°09'26" E 107.50'
20'
190.19'
S 62°28'42" E
395.33'
205.14'
EXISTING 20' STORM SEWER EASEMENT
N 01°50'34" W 209.00'
10'
10'
EXISTING 20' SANITARY SEWER EASEMENT
N 01°50'34" W 187.32'
138.32'
10'
10'
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
N 27°31'18" E 71.21'
L12
L13
L14
43.37'
111.14'
N 74°38'44" E
154.51'
S 81°06'24" E 212.48'
N 88°09'26" E 132.73'
N 88°09'26" E 75.00'
N 88°09'26" E
N 01°50'34" W 42.14'
203.37'
N 01°50'34" W 42.14'
L10
49.00'
N 27°31'18" E 98.53'
N 88°09'26" E 134.99'
N 88°09'26" E 515.75'
90.18'
90.57'
13.73'
N 01°50'34" W 47.00'
PROPOSED ACCESS & UTILITY EASEMENT
75' EXISTING ACCESS & UTILITY EASEMENT
10'
10'
EXISTING 20' SANITARY SEWER EASEMENT
E 264.87'

SEE SHEET 2 & 3 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

LOT 2
991,745 SF±
22.77 AC±

EAST LINE OF NE¼ OF SECTION 2
WEST LINE OF NW¼ OF SECTION 1

LOT 3
874,233 SF±
20.07 AC±

CENTERLINE OF EXISTING 20' WATERMAIN EASEMENT
N 27°31'18" E 252.84'
CENTERLINE OF PROPOSED 20' WATERMAIN EASEMENT
SEE DETAIL "B" FOR MORE DIMENSIONS IN THIS AREA
60.92'
N 62°28'42" W 191.53'
130.61'
S 88°00'40" E 120.94'
N 78°30'48" W 136.07'
N 21°42'03" W 7.26'
S 62°28'42" E 129.33'
S 78°30'48" E 48.79'
10'
108.63'
S 23°52'25" W 809.22'
S 10°57'19" E 131.75'
CENTERLINE OF PROPOSED 20' SANITARY SEWER LATERAL EASEMENT
N 21°42'03" W 135.05'
151.72'
31.77'
122.00'
N 68°17'57" E
S 01°50'34" E 92.11'
60.34'
S 88°09'26" W 74.47'
N 68°17'57" E 80.00'
26.67'
CENTELINE OF PROPOSED 20' WATERMAIN EASEMENT
N 10°57'19" W 404.82'

LOT B
FG 80 HOLDINGS
FIRST ADDITION

DRAFT
09-26-2022

## DETAIL "B"

0 20'
SCALE: 1" = 20'

LOT 3
874,233 SF±
20.07 AC±

CENTERLINE OF PROPOSED 20' WATERMAIN EASEMENT
60.92'
N 62°28'42" W
L14
205.14'
40'
14'
35.64'
21.64'
6.80'
L13
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
N 27°31'18" E 71.21'
L12
43.37'
63.12'
154.51'
S 81°06'24" E
111.14'
N 74°38'44" E
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
132.73'
N 27°31'18" E 98.53'
E 134.99'
PROPOSED ACCESS & UTILITY EASEMENT

LOT 2
991,745 SF±
22.77 AC±

REVISIONS

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

| | |
|---|---|
| IMEG Project No: | 21003795.01 |
| File Name: | 21003795-01 FG80 2nd Final Plat.dwg |
| © COPYRIGHT 2022 ALL RIGHTS RESERVED | |
| Field Book No: | |
| Drawn By: | DAB |
| Checked By: | *** |
| Date: | 9/26/2022 |

Sheet 4 of 5

Monday, September 26, 2022 10:38:05 AM
G:\2021\21003795.01\DESIGN\CIVIL\23D\SURVEY\21003795--01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

DRAFT
09-26-2022

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

40 20 0 40 80
SCALE: 1" = 40'

INTERSTATE ROAD NO. 80

N 75°06'00" E 74.24'
N 74°28'35" E 179.37'
15' I/E
20' BSL
N 74°28'35" E 212.08'
N 78°25'51" E 251.37'
N 78°25'51" E 317.63'
15' I/E
20' BSL
N 44°13'25" E 245.39'
159.60'
85.78'
204.46'
N 27°31'18" E 476.73'
S 01°50'34" E 322.86'
LOT A
FG 80 HOLDINGS
FIRST ADDITION
LOT 4
141,148 SF±
3.24 AC±
N 88°09'26" E 220.05'
91.50'
128.55'
46.00'
N 88°09'26" E 519.50'
134.50'
70.00'
315.00'
N 01°50'34" W 685.96'
481.50'
N 01°50'34" W 515.36'
N 01°50'34" W 515.36'
276.92'
S 01°50'34" E 322.92'
PROPOSED ACCESS &
UTILITY EASEMENT
EXISTING 35' STORM &
SANITARY SEWER EASEMENT
7.5'
27.5'
17.5'
N 01°50'34" W 61.75'
190.
SEE SHEET 3 & 4 FOR MORE FOR
MORE LOT & EASEMENT DIMENSIONS
LOT C
81,233 SF±
1.86 AC±
LOT 5
459,190 SF±
10.54 AC±
EAST LINE OF NE ¼ OF SECTION 2
WEST LINE OF NW ¼ OF SECTION 1
LOT 3
874,233 SF±
20.07 AC±
N 27°31'18" E 252.84'
CENTERLINE OF EXISTING
20' WATERMAIN EASEMENT

DRAFT
09-26-2022

| No. | DESCRIPTION | DATE |
|---|---|---|
| | REVISIONS | |

IMEG
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722
PH: 563.344.0260
www.imegcorp.com

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA

FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022

Sheet 5 of 5

Monday, September 26, 2022 10:37:41 AM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

ATTACHMENT C

# PRELIMINARY
05-06-2022

# FINAL PLAT
FOR
# FG 80 HOLDINGS FIRST ADDITION
A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

## BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)

SCALE: 1" = 150'

## ABBREVIATIONS

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

## LEGEND

- RIGHT OF WAY RAIL, FOUND
- REBAR, FOUND
- CHISELED "X" IN CONCRETE, FOUND
- CHISELED "X" IN CONCRETE, SET
- REBAR WITH CAP #_____, FOUND
- 5/8" REBAR WITH CAP #13581, SET
- 1/2" SQ. PIN, FOUND
- P.K. NAIL, FOUND
- P.K. NAIL, SET
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND
- SECTION CORNER
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- ∫ LINE CONTINUATION
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- PROPOSED EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- PROPOSED R.O.W. LINE
- EXISTING R.O.W. LINE
- PROPOSED SETBACK LINE

| AREA TABLE | | |
|---|---|---|
| LOT | AREA S.F.± | AREA AC.± |
| LOT 1 | 181,451 SF± | 4.17 AC± |
| LOT 2 | 200,271 SF± | 4.60 AC± |
| LOT 3 | 47,032 SF± | 1.08 AC± |
| LOT 4 | 68,864 SF± | 1.58 AC± |
| LOT 5 | 2,628,326 SF± | 60.34 AC± |
| LOT A | 117,134 SF± | 2.69 AC± |
| LOT B | 1,313,734 SF± | 30.16 AC± |
| RIGHT OF WAY | 66,476 SF± | 1.53 AC± |
| TOTAL SUBDIVISION | 4,623,287 SF± | 106.14 AC± |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 47°43'32" W | 68.47' |
| L2 | N 01°57'55" W | 86.45' |
| L3 | N 08°44'03" E | 243.42' |
| L4 | N 40°37'49" E | 96.97' |
| L5 | N 77°41'14" E | 175.18' |
| L6 | N 01°50'34" W | 70.00' |
| L7 | S 88°09'26" W | 90.96' |
| L8 | N 75°23'47" W | 93.35' |
| L9 | N 28°35'16" W | 98.54' |
| L10 | N 04°03'04" W | 379.58' |
| L11 | S 87°13'45" W | 329.58' |
| L12 | N 88°01'45" E | 44.91' |
| L13 | N 14°44'11" E | 156.54' |
| L14 | N 06°22'29" E | 40.41' |
| L15 | N 38°51'39" E | 39.57' |
| L16 | N 76°40'22" E | 54.97' |
| L17 | S 01°50'34" E | 63.89' |
| L18 | S 03°54'55" E | 85.06' |
| L19 | S 12°34'29" E | 40.71' |
| L20 | S 43°58'56" E | 40.46' |
| L21 | S 80°45'20" E | 48.66' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD DISTANCE |
| C1 | 249.27' | 11,370.00' | N 01°18'01" W | 249.27' |
| C2 | 203.06' | 11,370.00' | S 01°25'01" E | 203.06' |
| C3 | 46.21' | 11,370.00' | S 00°47'20" E | 46.21' |

OWNER / SUBDIVIDER
FG80 HOLDINGS LLC
KEVIN KOELLNER
1805 STATE STREET SUITE 101
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

| HORIZONTAL CONTROL - NAD 83 (2011 ADJUSTMENT) SECTION CORNERS | | | |
|---|---|---|---|
| POINT # | NORTHING | EASTING | DESCRIPTION |
| 706 | 596639.6078 | 2474593.8560 | SECTION COR PK |
| 717 | 596543.2186 | 2472587.5370 | SECTION COR #5REBAR |
| 718 | 596511.9465 | 2471946.2190 | PROP COR RC#8655 |
| 728 | 593983.7230 | 2474686.2340 | SECTION COR #5REBAR |
| 730 | 593919.5230 | 2473362.7420 | SECTION COR #4REBAR |
| 750 | 593855.9132 | 2472037.3584 | SECTION COR SET-PK |
| 751 | 596607.8261 | 2473912.2559 | SECTION COR NOT-SET |
| 752 | 596478.6430 | 2471262.7660 | SECTION COR YC#15944 |
| 753 | 596731.9850 | 2476556.8530 | SECTION COR CONC-MON |

| HORIZONTAL CONTROL - NAD 83 (2011 ADJUSTMENT) MIDDLE ROAD CENTERLINE ALIGNMENT | | | |
|---|---|---|---|
| POINT # | NORTHING | EASTING | DESCRIPTION |
| 200 | 593855.9132 | 2472037.3584 | POT BEGIN |
| 201 | 594948.6272 | 2471999.7557 | PC |
| 202 | 595260.2655 | 2471989.0315 | PI |
| 203 | 595572.0258 | 2471995.2698 | PT |
| 204 | 596443.0424 | 2472012.6987 | PI INTERSTATE-80 |

| HORIZONTAL CONTROL - NAD 83 (2011 ADJUSTMENT) INTERSTATE 80 CENTERLINE ALIGNMENT | | | |
|---|---|---|---|
| POINT # | NORTHING | EASTING | DESCRIPTION |
| 210 | 596222.6199 | 2468625.3379 | POT BEGIN |
| 211 | 596629.1385 | 2474872.5446 | PC |
| 212 | 596661.6030 | 2475371.4451 | PI |
| 213 | 596684.5589 | 2475870.8735 | PT |
| 214 | 596868.7765 | 2479878.7002 | POT END |

| REVISIONS | | |
|---|---|---|
| No. | DESCRIPTION | DATE |
| 1 | REVISED PER CITY REVIEW COMMENTS | 5/6/2022 |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

FG 80 HOLDINGS FIRST ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 PROPERTY.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 5/6/2022

DARYL A. BRICKNER 13581 LICENSED PROFESSIONAL SURVEYOR IOWA

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

Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

PRELIMINARY
05-06-2022

Sheet 1 of 2

Friday, May 6, 2022, 1:34:27 PM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 PROPERTY.DWG

## 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.

A 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 either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

Lots "A" and "B" are reserved for stormwater detention.

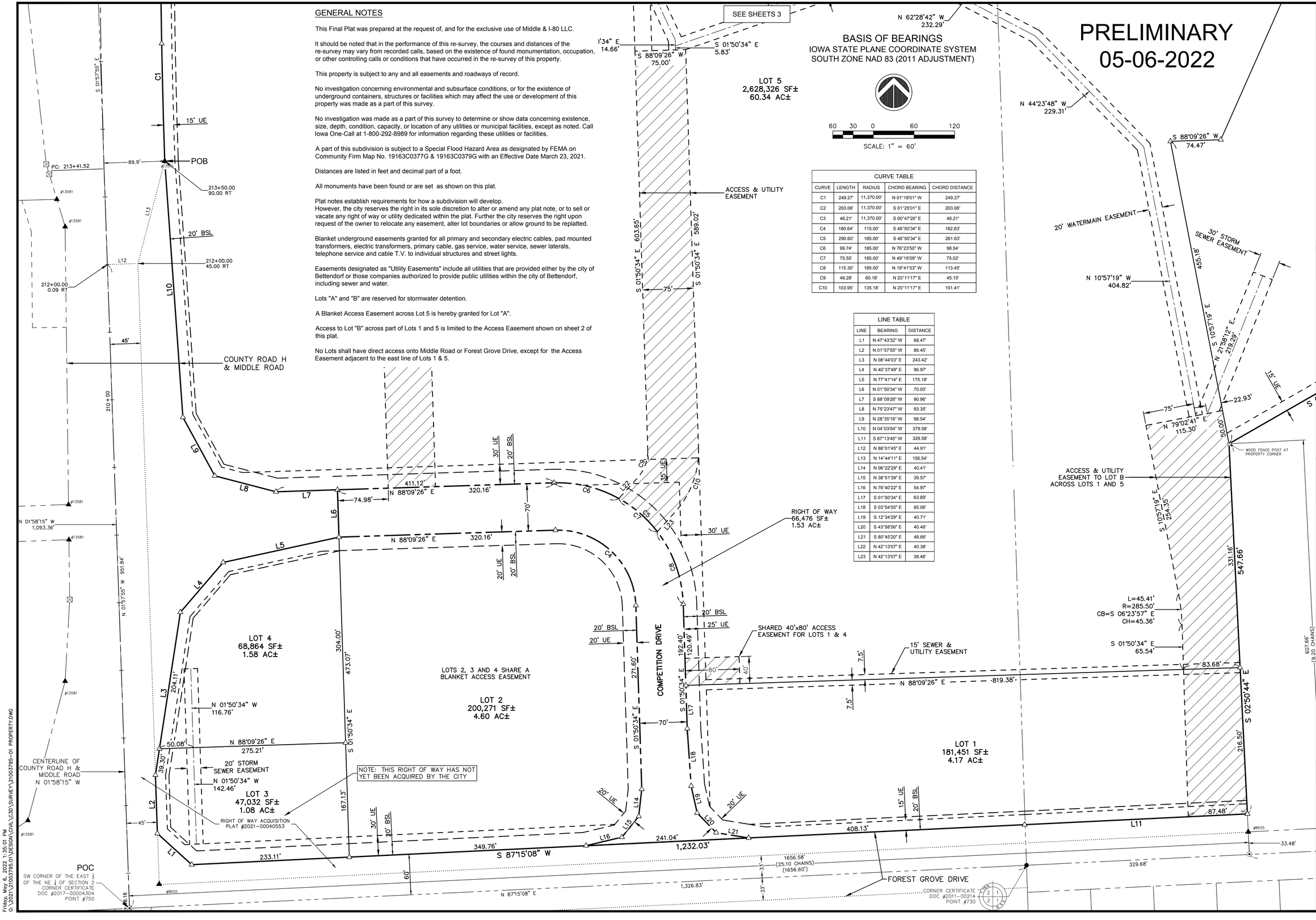
A Blanket Access Easement across Lot 5 is hereby granted for Lot "A".

Access to Lot "B" across part of Lots 1 and 5 is limited to the Access Easement shown on sheet 2 of this plat.

No Lots shall have direct access onto Middle Road or Forest Grove Drive, except for the Access Easement adjacent to the east line of Lots 1 & 5.



SEE SHEETS 3




| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD BEARING | CHORD DISTANCE |
| C1 | 249.27' | 11,370.00' | N 01°18'01" W | 249.27' |
| C2 | 203.06' | 11,370.00' | S 01°25'01" E | 203.06' |
| C3 | 46.21' | 11,370.00' | S 00°47'20" E | 46.21' |
| C4 | 180.64' | 115.00' | S 46°50'34" E | 162.63' |
| C5 | 290.60' | 185.00' | S 46°50'34" E | 261.63' |
| C6 | 99.74' | 185.00' | N 76°23'50" W | 98.54' |
| C7 | 75.55' | 185.00' | N 49°15'09" W | 75.02' |
| C8 | 115.30' | 185.00' | N 19°41'53" W | 113.45' |
| C9 | 46.28' | 60.18' | N 20°11'17" E | 45.15' |
| C10 | 103.95' | 135.18' | N 20°11'17" E | 101.41' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 47°43'32" W | 68.47' |
| L2 | N 01°57'55" W | 86.45' |
| L3 | N 08°44'03" E | 243.42' |
| L4 | N 40°37'49" E | 96.97' |
| L5 | N 77°41'14" E | 175.18' |
| L6 | N 01°50'34" W | 70.00' |
| L7 | S 88°09'26" W | 90.96' |
| L8 | N 75°23'47" W | 93.35' |
| L9 | N 28°35'16" W | 98.54' |
| L10 | N 04°03'04" W | 379.58' |
| L11 | S 87°13'45" W | 329.58' |
| L12 | N 88°01'45" E | 44.91' |
| L13 | N 14°44'11" E | 156.54' |
| L14 | N 06°22'29" E | 40.41' |
| L15 | N 38°51'39" E | 39.57' |
| L16 | N 76°40'22" E | 54.97' |
| L17 | S 01°50'34" E | 63.89' |
| L18 | S 03°54'55" E | 85.06' |
| L19 | S 12°34'29" E | 40.71' |
| L20 | S 43°58'56" E | 40.46' |
| L21 | S 80°45'20" E | 48.66' |
| L22 | N 42°13'07" E | 40.38' |
| L23 | N 42°13'07" E | 38.46' |

| REVISIONS | | |
|---|---|---|
| No. | DESCRIPTION | DATE |
| 1 | REVISED PER CITY REVIEW COMMENTS | 5/6/2022 |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

# FG 80 HOLDINGS FIRST ADDITION
BETTENDORF, IOWA

FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 PROPERTY.dwg
© COPYRIGHT 2022 ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 5/6/2022



Friday, May 6, 2022 1:35:01 PM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 PROPERTY.DWG

PRELIMINARY
05-06-2022

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

60 30 0 60 120
SCALE: 1" = 60'

ERLINE OF
DLE ROAD
"08'47" E

N 44°
245.

#13581

563.00'

N 10°01'40" E

220+00

PT: 219+65.01

218+00.00
90.00 RT

2,657.62'

S 01°57'55" E

C1

15' UE

PC: 213+41.52

89.9'

POB

#13581

213+50.00
90.00 RT

#13581

L13

20' BSL

L12

212+00.00
45.00 RT

212+00.00
0.09 RT

L10

45'

COUNTY ROAD H
& MIDDLE ROAD

210+00

N 01°50'34" W
322.86'

N 27°31'18" E
476.73'

N 88°09'26" E 220.05'
91.68' 103.37'

25' STORM
SEWER EASEMENT

S 01°50'34" E 561.36'

S 01°50'34" E 561.36'

EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 2

N 24°54'27" W
169.99'

20' SANITARY
SEWER EASEMENT

N 71°00'01" E
303.83'

S 01°50'34" E
14.66'

S 88°09'26" W
75.00'

S 01°50'34" E
5.83'

LOT 5
2,628,326 SF±
60.34 AC±

S 88°09'26" W
70.00'

ACCESS & UTILITY
EASEMENT

N 01°50'34" W 633.65'

N 01°50'34" W 633.65'

70'

ACCESS & UTILITY
EASEMENT

S 01°50'34" E 603.65'

S 01°50'34" E 589.02'

75'

N 27°31'18" E
264.45'

20' WATERMAIN
EASEMENT

N 62°28'42" W
232.29'

N 23°52'25" E
809.22'

N 44°23'48" W
229.31'

S 88°09'26" W
74.47'

20' WATERMAIN EASEMENT

30' STORM
SEWER EASEMENT

N 10°57'19" W
404.82'

455.18'

S 10°57'19" E

N 21°58'12" E
219.29'

75'

N 79°02'41" E
115.30'

22.93'

15' UE

50.00'

WOOD FENCE POST AT
PROPERTY CORNER

SEE SHEETS 2

REVISIONS

| No. | DESCRIPTION | DATE |
|---|---|---|
| 1 | REVISED PER CITY REVIEW COMMENTS | 5/6/2022 |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 201
BETTENDORF, IA 52722

# FG 80 HOLDINGS FIRST ADDITION
BETTENDORF, IOWA

FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 PROPERTY.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 5/6/2022

Sheet 3 of 3

Friday, May 6, 2022 1:35:16 PM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 PROPERTY.DWG

# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Future Land Use

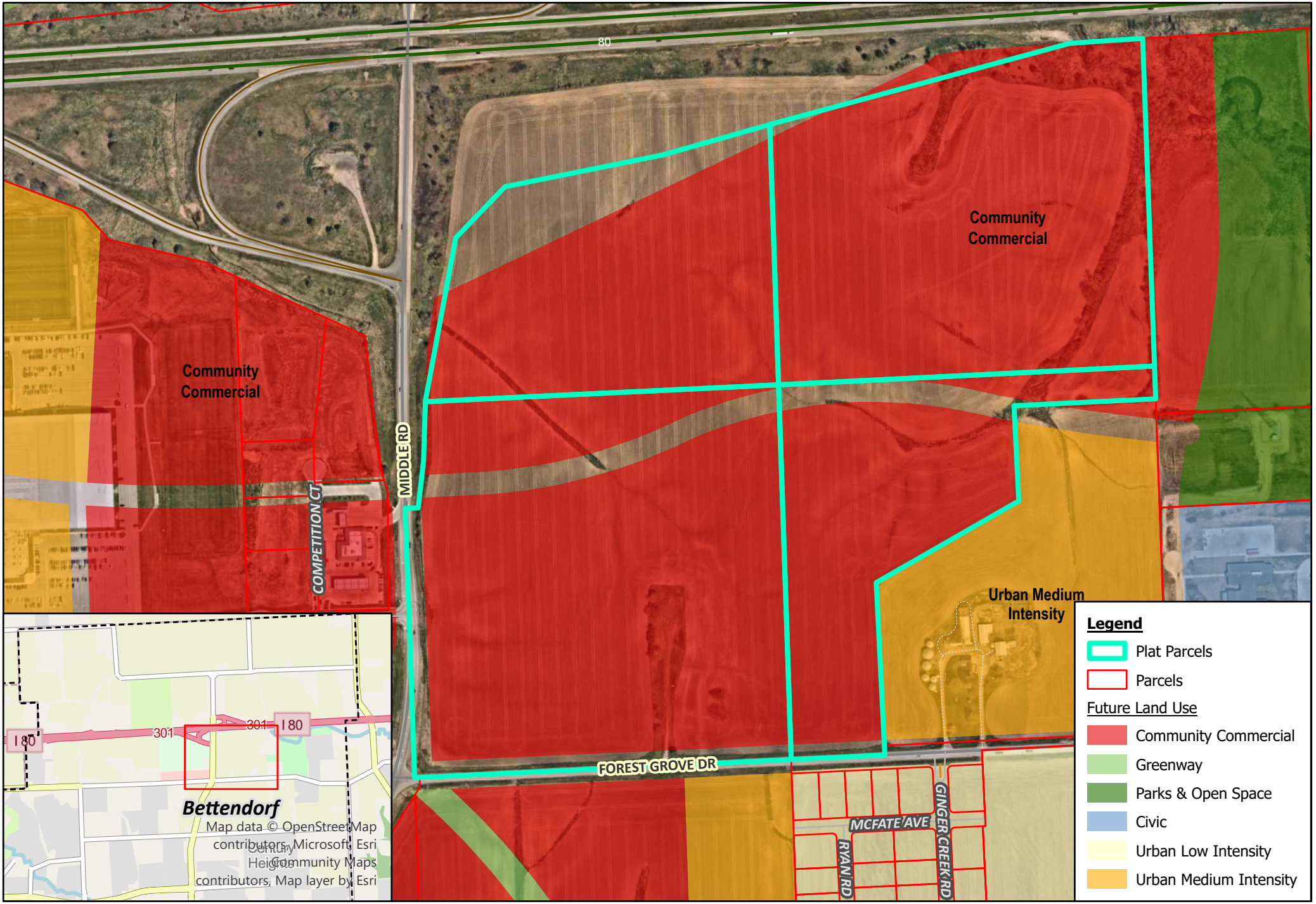
**ATTACHMENT D**

1 Inch = 428 Feet

Feet

0 165 330 660 990

N



# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Current Zoning Map

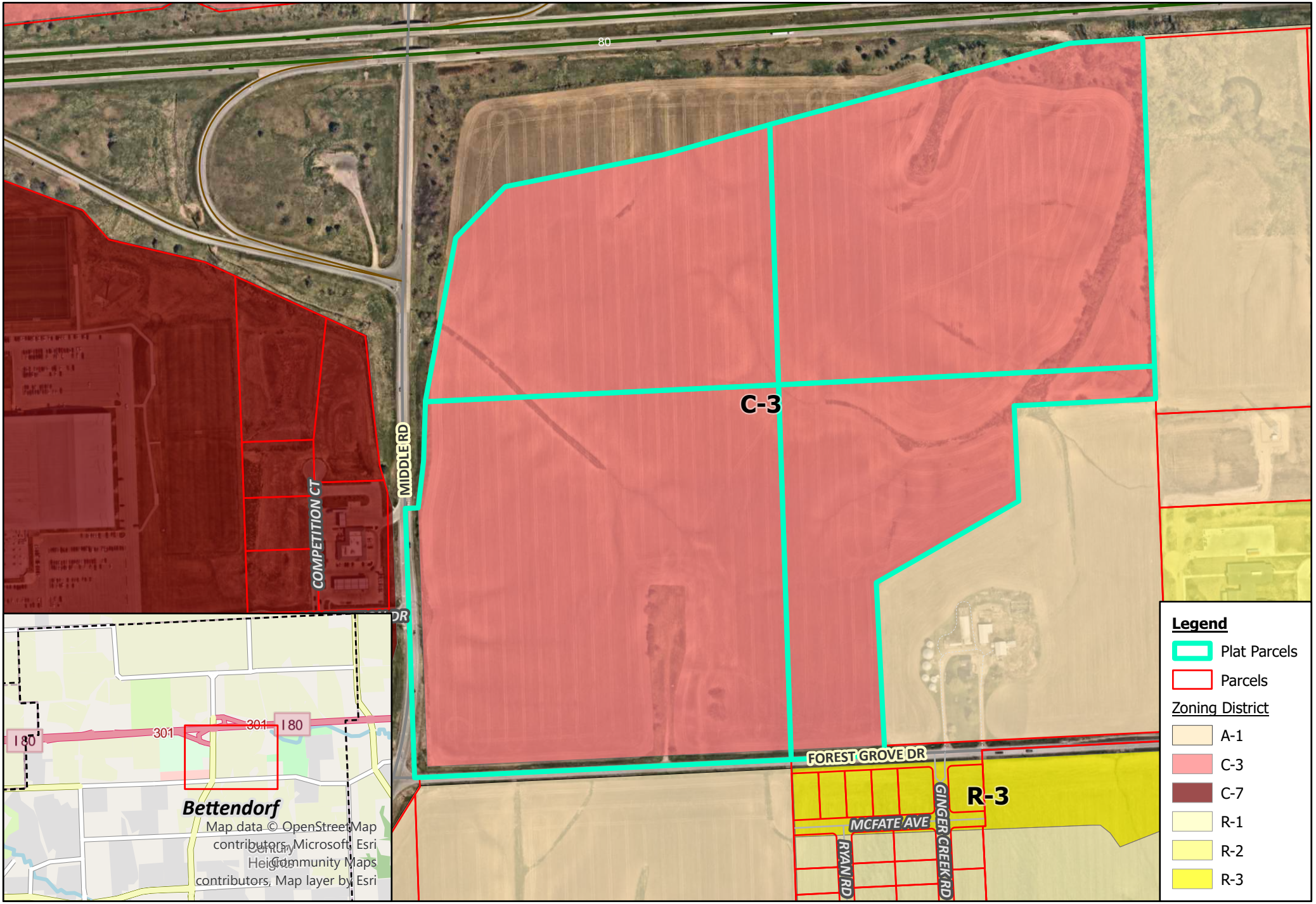
**ATTACHMENT E**

1 Inch = 428 Feet

Feet

0 165 330 660 990

N



**COMMUNITY DEVELOPMENT**
**City Hall Annex • 4403 Devils Glen Road, Bettendorf, Iowa 52722 • (563) 344-4079**

August 17, 2022 Bettendorf Planning & Zoning Commission Meeting

Staff Report

**Case No. 22-058**
**Application:** FG 80 Holdings Second Addition – Final Plat (Replat)
**Location:** East of Middle Road and north of Forest Grove Drive
**Legal Description:** Lot 5, FG 80 Holdings First Addition
**Applicant:** Kevin Koellner DBA Focus Real Estate Development
**Zoning:** C-3, General Business District
**Future Land Use:** CC, Community Commercial

## Background Information and Facts

Kevin Koellner/Focus Real Estate Development has submitted the final plat of FG 80 Holdings Second Addition located north of Forest Grove Drive and east of Middle road near the Interstate 80 corridor (see Aerial Map – Attachment A). The final plat contains six lots which encompass a total of 60.34 acres, more or less (see FG 80 Holdings Second Addition Final Plat - Attachment B). The final plat for FG 80 Holdings First Addition was reviewed and recommended for approval at the May 18, 2022 Bettendorf Planning & Zoning Commission Meeting (see FG 80 Holdings First Addition Final Plat - Attachment C). The proposed second addition replat subdivides Lot 5 of the first addition into six lots, five of which are developable and with one reserved for storm water detention. A related case, No. 22-059, is the site development plan for the golf venue and ball fields located on Lot 1 and Lot 2 of the proposed second addition replat.

## Future Land Use and Comprehensive Plan

The area in the proposed subdivision is contemplated in the Bettendorf Future Land Use Map as Community Commercial (see Future Land Use Map – Attachment D). Adjacent areas located on the west side of Middle Road are also shown as Community Commercial on the Future Land Use Map, with comparable intensity of development as the proposed final plat.

**Lot Configuration and Zoning Compliance**

The entirety of the subdivision is located in the C-3, General Business Zoning District (see Zoning Map – Attachment E). The proposed uses on the site are similar to those located at the TBK Bank Sports Complex west of Middle Road and north of Forest Grove Drive. These uses include a flagship golf venue and sport fields surrounded by ancillary commercial uses including restaurants, retail, and hotel lodging.

**Utilities**

Water service will be provided by Iowa American Water Company to all developments in the subdivision. City sewer connections will also be made to all developments. Sewer and utility easements shown on Lot 5 of the first addition remain in the proposed second addition but have been reconfigured along lot lines or relocated for the purpose of shared access and future development locations.

**Thoroughfare Plan & Access**

Two private access easements connect to Competition Drive and provide ingress/egress to Lots 1-5 of the proposed subdivision. Parking lots will connect to the access easements and surround future development on these lots. An additional access easement is shown on Lot 1 of the second addition connecting to an easement on Lot 1 of FG 80 Holdings First Addition.

Sidewalks and trails will be provided along the public street and interior parking lots.

**Storm Water Detention**

The final plat of FG 80 Holdings First Addition reserved a 2.69-acre lot, Lot A, and a 30.16-acre lot, Lot B, for storm water detention. The proposed final plat for FG 80 Holdings Second Addition reserves an additional 1.86 acres, more or less, shown on Lot C for storm water detention.

**Staff Recommendation**

Staff recommends approval of the final plat of FG 80 Holdings Second Addition.

Respectfully submitted,

Taylor Beswick
City Planner

September 15, 2022

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 FG 80 Holdings Second Addition (replat of Lot 5, FG 80 Holdings First Addition), submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-058)

Honorable Mayor and Members of the City Council:

On August 17, 2022, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named final plat.

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 22-058; FG 80 Holdings Second Addition (replat of Lot 5, FG 80 Holdings First Addition), submitted by Kevin Koellner/Focus Real Estate Development.

Beswick reviewed the staff report.

On motion by Stoltenberg, seconded by Kappeler, that the final plat of FG 80 Holdings Second Addition be approved subject to staff recommendations.

ALL AYES

Motion carried.

Bettendorf IOWA
a premier city

**COUNCIL LETTER**

**MEETING DATE:** October 3/4, 2022
**REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Resolution approving a site development plan for proposed Lots 2 and 3, FG 80 Holdings Second Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-059)

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

The applicant, Kevin Koellner, has submitted a site development plan for proposed Lots 2 and Lot 3 of FG 80 Holdings Second Addition (see FG 80 Holdings Second Addition Final Plat – Case No. 22-058 – Attachment A). The area is located north of Forest Grove Drive and east of Middle Road and is zoned C-3, General Business District (see Aerial Map - Attachment B and Zoning Map - Attachment C). The proposed development is the first phase of a larger development which is an expansion of the TBK Sports Complex. The applicant's site development plan shows a three-story, multi-use, golf entertainment venue (shown as "Building A"). The site development plan also shows four multi-sport turf fields centered around a concession stand building (shown as "Building B") (see FG 80 Site Development Plan – Attachment D).

The development area is shown as Community Commercial on the Future Land Use Map (see Future Land Use Map - Attachment E). The proposal is consistent with multiple Comprehensive Plan goals, including Goal C: Attract and Retain Business and Industry, Goal E: Enhance Community Design and Character, Goal F: Promote Recreational and Cultural Activity, and Goal G: Attract Young People.

The primary use of the golf entertainment venue is the three-story, lighted driving range containing a total of 58 tee lines. Accessory uses of the golf entertainment venue include a gaming arcade, restaurant, event space, and offices (see Room Use and Exiting Plans A010 – Attachment F). The golf venue structure will contain three-stories with a height of 144 feet (see Golf Entertainment Venue Rendering A301 & A302 – Attachment G). The golf netting and poles will be higher than the building, and the golf driving range length is 672 feet or 224 yards, more or less. Both the golf entertainment venue and the multi-sport fields fall under the Commercial Recreation (High Impact) zoning use and require special use permits in the C-3 zoning district. The special use permits were granted by the Board of Adjustment on September 8, 2022 (Cases 22-063 and 22-064). In addition, the Board approved an exception to the off-street parking requirements for the proposed uses (Case 22-065).

The submitted landscape plan shows a total of 73 tree factors which meets the code requirement of 72 for this site (see Landscape Plan – Attachment H).

The Planning and Zoning Commission made a recommendation for approval of the site development plan request by a 7-0 margin at the August 17, 2022 meeting. Consult the Planning and Zoning Commission and Board of Adjustment staff reports 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) FG 80 Holdings Second Addition Final Plat; (B) Aerial Map; (C) Zoning Map; (D) FG 80 Site Development Plan; (E) Future Land Use Map; (F) Room Use and Exiting Plans; (G) Golf Entertainment Venue Rendering; (H) Landscape Plan; (I) Staff report to the Planning and Zoning Commission; (J) Staff reports to the Board of Adjustment (Cases 22-063/22-064 and 22-065); (K) Planning and Zoning Commission report to the Mayor and City Council; (L) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

**RESOLUTION NO. _____ - 22**

**RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR PROPOSED LOTS 2 AND 3, FG 80 HOLDINGS SECOND ADDITION**

WHEREAS, Kevin Koellner/Focus Real Estate Development has submitted a site development plan for proposed Lots 2 and 3, FG 80 Holdings Second Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

WHEREAS, Approval of the site development plan does not waive any other local, state, or federal government provisions as required by law, 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 proposed Lots 2 and 3, FG 80 Holdings Second Addition.

PASSED, APPROVED, AND ADOPTED this 4th day of October, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

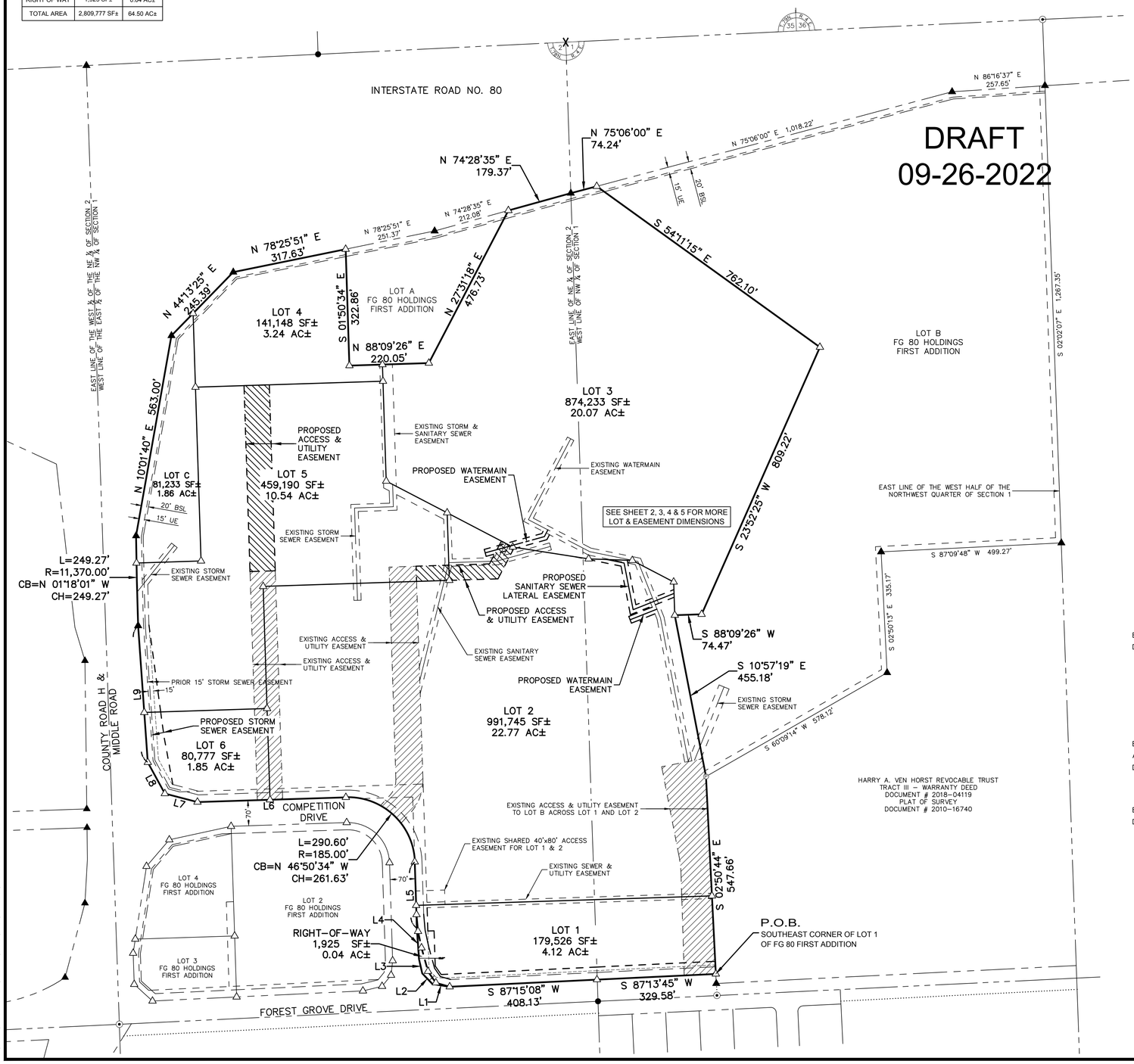
# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

| AREA TABLE | | |
|---|---|---|
| LOT | AREA S.F.± | AREA AC.± |
| LOT 1 | 179,526 SF± | 4.12 AC± |
| LOT 2 | 991,745 SF± | 22.77 AC± |
| LOT 3 | 874,233 SF± | 20.07 AC± |
| LOT 4 | 141,148 SF± | 3.24 AC± |
| LOT 5 | 459,190 SF± | 10.54 AC± |
| LOT 6 | 80,777 SF± | 1.85 AC± |
| LOT C | 81,233 SF± | 1.86 AC± |
| RIGHT OF WAY | 1,925 SF± | 0.04 AC± |
| TOTAL AREA | 2,809,777 SF± | 64.50 AC± |




DRAFT
09-26-2022

OWNER / SUBDIVIDER
FG80 HOLDINGS LLC
KEVIN KOELLNER
1805 STATE STREET SUITE 101
BETTENDORF, IOWA 52722
PHONE: (563) 355-2022

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 80°45'20" W | 48.66' |
| L2 | N 43°58'56" W | 40.46' |
| L3 | N 12°34'29" W | 40.71' |
| L4 | N 03°54'55" W | 85.06' |
| L5 | N 01°50'34" W | 184.38' |
| L6 | S 88°09'26" W | 411.12' |
| L7 | N 75°23'47" W | 93.35' |
| L8 | N 28°35'16" W | 98.54' |
| L9 | N 04°03'04" W | 379.58' |

MID AMERICAN ENERGY CO.
BY _____
DATE _____

MEDIACOM
BY _____
DATE _____

CENTURYLINK
BY _____
DATE _____

IOWA - AMERICAN WATER CO.
BY _____
DATE _____

METRONET
BY _____
DATE _____

CITY OF BETTENDORF
BY _____
ATTEST _____
DATE _____

PLANNING AND ZONING
BY _____
DATE _____

## BASIS OF BEARINGS

IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)

100 50 0 100 200
SCALE: 1" = 100'

## LEGEND

- ▲ REBAR WITH CAP #13581, FOUND
- △ 5/8" REBAR WITH CAP #13581, SET
- WOODEN FENCE POST
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EXISTING PROPERTY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PRIOR EASEMENT LINE (SEE GENERAL NOTES)
- PROPOSED EASEMENT LINE
- EXISTING ACCESS & UTILITY EASEMENT
- PROPOSED ACCESS & UTILITY EASEMENT
- SECTION LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- EXISTING SETBACK LINE
- PROPOSED SETBACK LINE

## ABBREVIATIONS

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

## 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 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 either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

Lots "A" and "B" in FG 80 First Addition and Lot "C" in FG 80 Second Addition are reserved for stormwater detention.

A Blanket Access Easement across Lots 2, 3, 4, 5 & 6 in FG 80 Second Addition is hereby granted for Lot "A" in FG 80 First Addition.

Access to Lot "B" in FG 80 First Addition across part of Lots 1 in FG 80 First Addition, and part of Lot 1 one in FG 80 Second Addition, is limited to the Access Easement shown on the Final Plat for each Addition.

Easement lines designated as "Prior Easement Lines" as shown in the Legend above were established by the Final Plat for FG 80 Holdings First Addition and are now void, and the boundary of the prior easement expanded beyond the original location.

No Lots shall have direct access onto Middle Road or Forest Grove Drive, except via Competition Drive, or the Access Easement adjacent to the east line of Lots 1 & 2.

LICENSED PROFESSIONAL SURVEYOR
DARYL A. BRICKNER
13581
IOWA

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

DRAFT
09-26-2022

Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

| REVISIONS | | |
|---|---|---|
| No. | DESCRIPTION | DATE |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 101
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022



Monday, September 26, 2022 10:38:59 AM
C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

SEE SHEET 3 & 4 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

LOT 2
991,745 SF±
22.77 AC±
LOT B
FG 80 HOLDINGS FIRST ADDITION

EAST LINE OF NE ¼ OF SECTION 2
WEST LINE OF NW ¼ OF SECTION 1

DRAFT
09-26-2022

LOT B
FG 80 HOLDINGS
FIRST ADDITION

N 10°57'19" W
404.82'

CENTERLINE OF EXISTING 20' WATERMAIN EASEMENT

N 21°58'12" E
177.11'

CENTERLINE OF EXISTING 30' STORM SEWER EASEMENT

N 21°58'12" E
42.18'

35.41'

15' UE

75'

N 79°02'41" E
115.30'

22.93'

50.00'

N 10°57'19" W
254.35'

EXISTING ACCESS & UTILITY EASEMENT TO LOT B ACROSS LOT 1 AND LOT 2

331.16'

547.66'

L=45.41'
R=285.50'
CB=N 06°23'57" W
CH=45.36'

N 01°50'34" W
65.86'

HARRY A. VEN HORST REVOCABLE TRUST
TRUSTEE OF THE HARRY A. VEN HORST REVOCABLE TRUST
DOCUMENT # 2018-04113
PLAT OF SURVEY
DOCUMENT # 2010-16740

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

40 20 0 40 80
SCALE: 1" = 40'

75' EXISTING ACCESS & UTILITY EASEMENT

L=99.74'
R=185.00'
CB=N 76°23'50" W
CH=98.54'

L=46.28'
R=60.18'
CB=N 20°11'17" E
CH=45.15'

N 42°13'07" E
40.38'

30'

L=103.95'
R=135.18'
CB=N 20°11'17" E
CH=101.41'

L=75.55'
R=185.00'
CB=N 49°15'09" W
CH=75.02'

L=290.60'
R=185.00'
CB=N 46°50'34" W
CH=261.63'

N 42°13'07" E
38.46'

L=115.30'
R=185.00'
CB=N 19°41'54" W
CH=113.45'

L=180.63'
R=115.00'
CB=N 46°50'34" W
CH=162.63'

20' UE

70'

30' UE

20' BSL

20' BSL

EXISTING SHARED 40'x80' ACCESS EASEMENT FOR LOT 1 & 2

EXISTING 15' SEWER & UTILITY EASEMENT

COMPETITION DRIVE
(60' ROW)

N 01°50'34" W 184.38'
120.49'

80'

40'

7.5'

N 88°09'26" E 819.38'

83.68'

S 02°50'44" E

N 01°50'34" W
25.46'

7.5'

LOT 2
FG 80 HOLDINGS
FIRST ADDITION

S 01°50'34" E 271.60'

N 01°50'34" W
38.43'

S 05°13'12" E
46.66'

SEE DETAIL "A" FOR EASEMENT DIMENSIONS

LOT 1
FG 80 HOLDINGS FIRST ADDITION

LOT 1
179,526 SF±
4.12 AC±

RIGHT-OF-WAY
1,925 SF±
0.04 AC±

N 03°54'55" W
85.06'

S 11°58'28" E
46.66'

20' BSL

S 15°21'06" E
67.62'

S 06°22'29" W
40.41'

N 12°34'29" W
40.71'

S 34°42'09" E
38.44'

25' UE

20' BSL

35' UE

N 43°58'56" W
40.46'

S 73°57'05" E
39.88'

S 87°15'08" W 408.13'

S 87°13'45" W 329.58'

N 01°50'34" W
217.89'

216.50'

20' BSL

35' UE

87.48'

S 38°51'39" W
39.57'

S 76°40'22" W
54.51'

N 80°45'20" W
48.66'

P.O.B.
SOUTHEAST CORNER OF LOT 1
OF FG 80 FIRST ADDITION

FOREST GROVE DRIVE

30' UE

N 01°50'34" W 64.53'

N 88°09'26" E
17.32'

UTILITY EASEMENT

S 01°50'34" E 97.45'

20' BSL

PRIOR UTILITY EASEMENT

S 34°42'09" E
129.72'

25' UE

20'

0 20'
SCALE: 1" = 20'

DETAIL "A"

DRAFT
09-26-2022

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

REVISIONS

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022



Monday, September 26, 2022 10:38:43 AM
C:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT
FOR
# FG 80 HOLDINGS SECOND ADDITION
A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

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

DRAFT
09-26-2022

LOT C
81,233 SF±
1.86 AC±

LOT 5
459,190 SF±
10.54 AC±

LOT 6
80,777 SF±
1.85 AC±

LOT 2
991,745 SF±
22.77 AC±

SEE SHEET 5 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

SEE SHEET 4 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

SEE SHEET 2 FOR MORE DETAILED DIMENSIONS

L=75.49'
R=11,370.00'
CB=N 00°51'45" W
CH=75.49'

N 38°34'35" E
59.76'

111.19'

N 88°09'26" E 178.88'

CENTERLINE OF EXISTING 20' STORM SEWER EASEMENT

N 38°34'35" E
105.66'

L=173.78'
R=11,370.00'
CB=N 01°29'26" W
CH=173.78'

93.34'

15'

379.58'
240.90'

N 07°42'06" W
242.91'

PRIOR 15' STORM SEWER EASEMENT

15'

PROPOSED STORM SEWER EASEMENT

COUNTY ROAD H &
MIDDLE ROAD

N 04°03'04" W

45.51'

N 88°09'26" E 340.16'

S 07°42'06" E
69.10'

138.68'

15' UE

S 10°23'13" E
134.82'

N 28°35'16" W
98.54'

S 75°23'47" E
73.99'

15'

30' UE

20' BSL

N 75°23'47" W
93.35'

200.94'

S 88°09'26" W 411.12'

COMPETITION
DRIVE

70.00'

42.14'

N 88°09'26" E
260.00'

515.75'

90.18'

N 01°50'34" W
209.00'

10'

10'

EXISTING 20' STORM
SEWER EASEMENT

N 01°50'34" W
47.00'

70' EXISTING ACCESS
& UTILITY EASEMENT

338.50'

691.51'

253.01'

N 01°50'34" W

EXISTING 20' SANITARY
SEWER EASEMENT

N 88°09'26" E
75.00'

N 01°50'34" W
42.14'

N 88°09'26" E

N 01°50'34" W
42.14'

1.0'

49.00'

N 01°50'34" W
187.32'
138.32'

10'

10'

90.57'

13.73'

75' EXISTING ACCESS
& UTILITY EASEMENT

10'

10'

EXISTING 20' SANITARY
SEWER EASEMENT

N 13°46'24" E 284.87'

546.89'

546.89'

N 01°50'34" W

N 01°50'34" W

272.57'

75' EXISTING ACCESS
& UTILITY EASEMENT

L=99.74'
R=185.00'
CB=N 76°23'50" W
CH=98.54'

L=46.28'
R=60.18'
CB=N 20°11'17" E
CH=45.15'

30' UE

N 42°13'07" E
40.38'

35' UE

L=103.95'
R=135.18'
CB=N 20°11'17" E
CH=101.41'

L=75.55'
R=185.00'
CB=N 49°15'09" W
CH=75.02'

210.18'

70'

L=290.60'
R=185.00'
CB=N 45°50'34" W
CH=261.63'

N 42°13'07" E
38.46'

N 88°09'26" E 320.16'

N 77°41'14" E 175.18'

20' UE

20' BSL

L=180.64'
R=115.00'
CB=N 45°50'34" W
CH=162.63'

L=115.30'
R=185.00'
CB=N 19°41'54" W
CH=113.45'

LOT 6
FG 80 HOLDINGS FIRST ADDITION

0 20 40 80
SCALE: 1" = 40'

| No. | DESCRIPTION | DATE |
|---|---|---|
| | REVISIONS | |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 100
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

| | |
|---|---|
| IMEG Project No: | 21003795.01 |
| File Name: | 21003795-01 FG80 2nd Final Plat.dwg |
| © COPYRIGHT 2022 ALL RIGHTS RESERVED | |
| Field Book No: | |
| Drawn By: | DAB |
| Checked By: | *** |
| Date: | 9/26/2022 |



Monday, September 26, 2022 10:38:23 AM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

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

40 20 0 40 80
SCALE: 1" = 40'

DRAFT
09-26-2022

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L10 | N 13°48'24" E | 50.89' |
| L11 | N 27°31'18" E | 55.46' |
| L12 | N 74°38'44" E | 73.01' |
| L13 | N 74°38'44" E | 96.99' |
| L14 | N 27°31'18" E | 21.16' |

LOT 4
141,148 SF±
3.24 AC±

N 88°09'26" E 220.05'
91.50' 128.55'
46.00'
315.00'
276.92'
S 01°50'34" E 322.92'
EXISTING 35' STORM & SANITARY SEWER EASEMENT
7.5'
27.5'
17.5'

LOT 5
459,190 SF±
10.54 AC±

N 01°50'34" W 61.73'
N 88°09'26" E 107.50'
20'
190.19'
S 62°28'42" E
395.33'
205.14'
EXISTING 20' STORM SEWER EASEMENT
N 01°50'34" W 209.00'
10'
10'
EXISTING 20' SANITARY SEWER EASEMENT
N 01°50'34" W 187.32'
138.32'
10'
10'
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
N 27°31'18" E 71.21'
L12
L13
L14
43.37'
111.14'
N 74°38'44" E
154.51'
S 81°06'24" E 212.48'
N 88°09'26" E 132.73'
N 88°09'26" E 75.00'
N 88°09'26" E
N 01°50'34" W 42.14'
203.37'
N 01°50'34" W 42.14'
L10
49.00'
N 27°31'18" E 98.53'
N 88°09'26" E 134.99'
N 88°09'26" E 515.75'
90.18'
90.57'
13.73'
N 01°50'34" W 47.00'
PROPOSED ACCESS & UTILITY EASEMENT
75' EXISTING ACCESS & UTILITY EASEMENT
10'
10'
EXISTING 20' SANITARY SEWER EASEMENT
E 264.87'

SEE SHEET 2 & 3 FOR MORE FOR MORE LOT & EASEMENT DIMENSIONS

LOT 2
991,745 SF±
22.77 AC±

EAST LINE OF NE¼ OF SECTION 2
WEST LINE OF NW¼ OF SECTION 1

LOT 3
874,233 SF±
20.07 AC±

CENTERLINE OF EXISTING 20' WATERMAIN EASEMENT
N 27°31'18" E 252.84'
CENTERLINE OF PROPOSED 20' WATERMAIN EASEMENT
SEE DETAIL "B" FOR MORE DIMENSIONS IN THIS AREA
60.92'
N 62°28'42" W 191.53'
130.61'
S 88°00'40" E 120.94'
N 78°30'48" W 136.07'
N 21°42'03" W 7.26'
S 62°28'42" E 129.33'
S 78°30'48" E 48.79'
10'
108.63'
S 23°52'25" W 809.22'
S 10°57'19" E 131.75'
CENTERLINE OF PROPOSED 20' SANITARY SEWER LATERAL EASEMENT
N 21°42'03" W 135.05'
151.72'
31.77'
122.00'
N 68°17'57" E
S 01°50'34" E 92.11'
60.34'
S 88°09'26" W 74.47'
N 68°17'57" E 80.00'
26.67'
CENTELINE OF PROPOSED 20' WATERMAIN EASEMENT
N 10°57'19" W 404.82'

LOT B
FG 80 HOLDINGS
FIRST ADDITION

DRAFT
09-26-2022

## DETAIL "B"

0 20'
SCALE: 1" = 20'

LOT 3
874,233 SF±
20.07 AC±

CENTERLINE OF PROPOSED 20' WATERMAIN EASEMENT
60.92'
N 62°28'42" W
L14
205.14'
40'
14'
35.64'
21.64'
6.80'
L13
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
N 27°31'18" E 71.21'
L12
43.37'
63.12'
154.51'
S 81°06'24" E
111.14'
N 74°38'44" E
CENTERLINE OF EXISTING 20' SANITARY SEWER EASEMENT
132.73'
N 27°31'18" E 98.53'
E 134.99'
PROPOSED ACCESS & UTILITY EASEMENT

LOT 2
991,745 SF±
22.77 AC±

REVISIONS

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA
FINAL PLAT

| | |
|---|---|
| IMEG Project No: | 21003795.01 |
| File Name: | 21003795-01 FG80 2nd Final Plat.dwg |
| © COPYRIGHT 2022 ALL RIGHTS RESERVED | |
| Field Book No: | |
| Drawn By: | DAB |
| Checked By: | *** |
| Date: | 9/26/2022 |

Sheet 4 of 5

Monday, September 26, 2022 10:38:05 AM
G:\2021\21003795.01\DESIGN\CIVIL\23D\SURVEY\21003795--01 FG80 2ND FINAL PLAT.DWG

# FINAL PLAT

FOR

# FG 80 HOLDINGS SECOND ADDITION

A RE-PLAT OF LOT 1 AND LOT 5 IN FG 80 HOLDINGS FIRST ADDITION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, ALL LOCATED IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA

DRAFT
09-26-2022

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

40 20 0 40 80
SCALE: 1" = 40'

INTERSTATE ROAD NO. 80

N 75°06'00" E 74.24'
N 74°28'35" E 179.37'
15' I/E
20' BSL
N 74°28'35" E 212.08'
N 78°25'51" E 251.37'
N 78°25'51" E 317.63'
15' I/E
20' BSL
N 44°13'25" E 245.39'
159.60'
85.78'
204.46'
N 27°31'18" E 476.73'
S 01°50'34" E 322.86'
LOT A
FG 80 HOLDINGS
FIRST ADDITION
LOT 4
141,148 SF±
3.24 AC±
N 88°09'26" E 220.05'
91.50'
128.55'
46.00'
N 88°09'26" E 519.50'
134.50'
70.00'
315.00'
N 01°50'34" W 685.96'
481.50'
N 01°50'34" W 515.36'
N 01°50'34" W 515.36'
276.92'
S 01°50'34" E 322.92'
PROPOSED ACCESS &
UTILITY EASEMENT
EXISTING 35' STORM &
SANITARY SEWER EASEMENT
7.5'
27.5'
17.5'
N 01°50'34" W 61.75'
190.
SEE SHEET 3 & 4 FOR MORE FOR
MORE LOT & EASEMENT DIMENSIONS
LOT C
81,233 SF±
1.86 AC±
LOT 5
459,190 SF±
10.54 AC±
EAST LINE OF NE ¼ OF SECTION 2
WEST LINE OF NW ¼ OF SECTION 1
LOT 3
874,233 SF±
20.07 AC±
N 27°31'18" E 252.84'
CENTERLINE OF EXISTING
20' WATERMAIN EASEMENT

DRAFT
09-26-2022

| No. | DESCRIPTION | DATE |
|---|---|---|
| | REVISIONS | |

IMEG
1717 STATE STREET
SUITE 103
BETTENDORF, IA 52722
PH: 563.344.0260
www.imegcorp.com

FG 80 HOLDINGS SECOND ADDITION
BETTENDORF, IOWA

FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 2nd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 9/26/2022

Sheet 5 of 5

Monday, September 26, 2022 10:37:41 AM
G:\2021\21003795.01\DESIGN\CIVIL\C3D\SURVEY\21003795-01 FG80 2ND FINAL PLAT.DWG

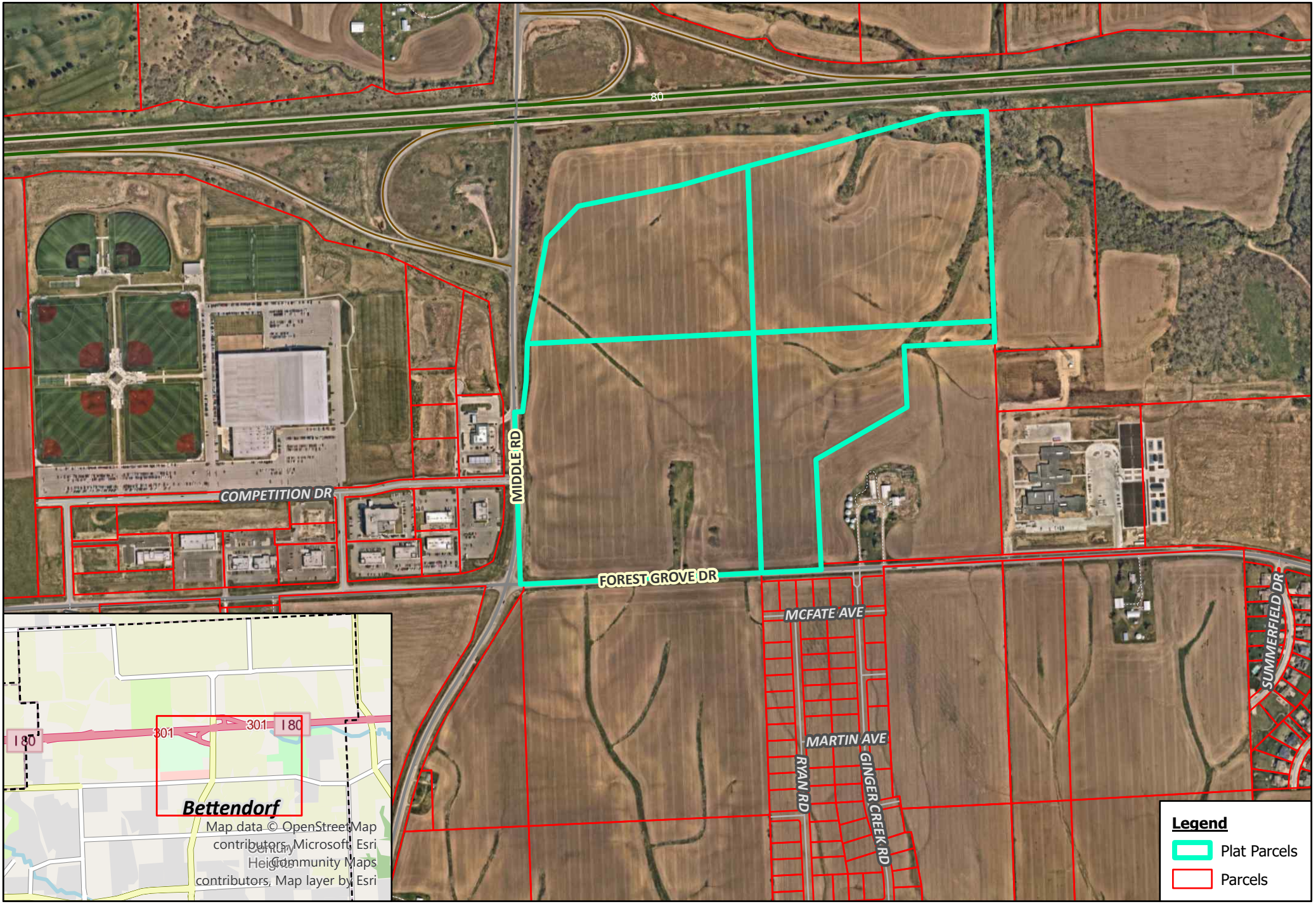
# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Aerial Map

**ATTACHMENT B**

1 Inch = 669 Feet

0 262.5 525 1,050 1,575 Feet

N



# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Current Zoning Map

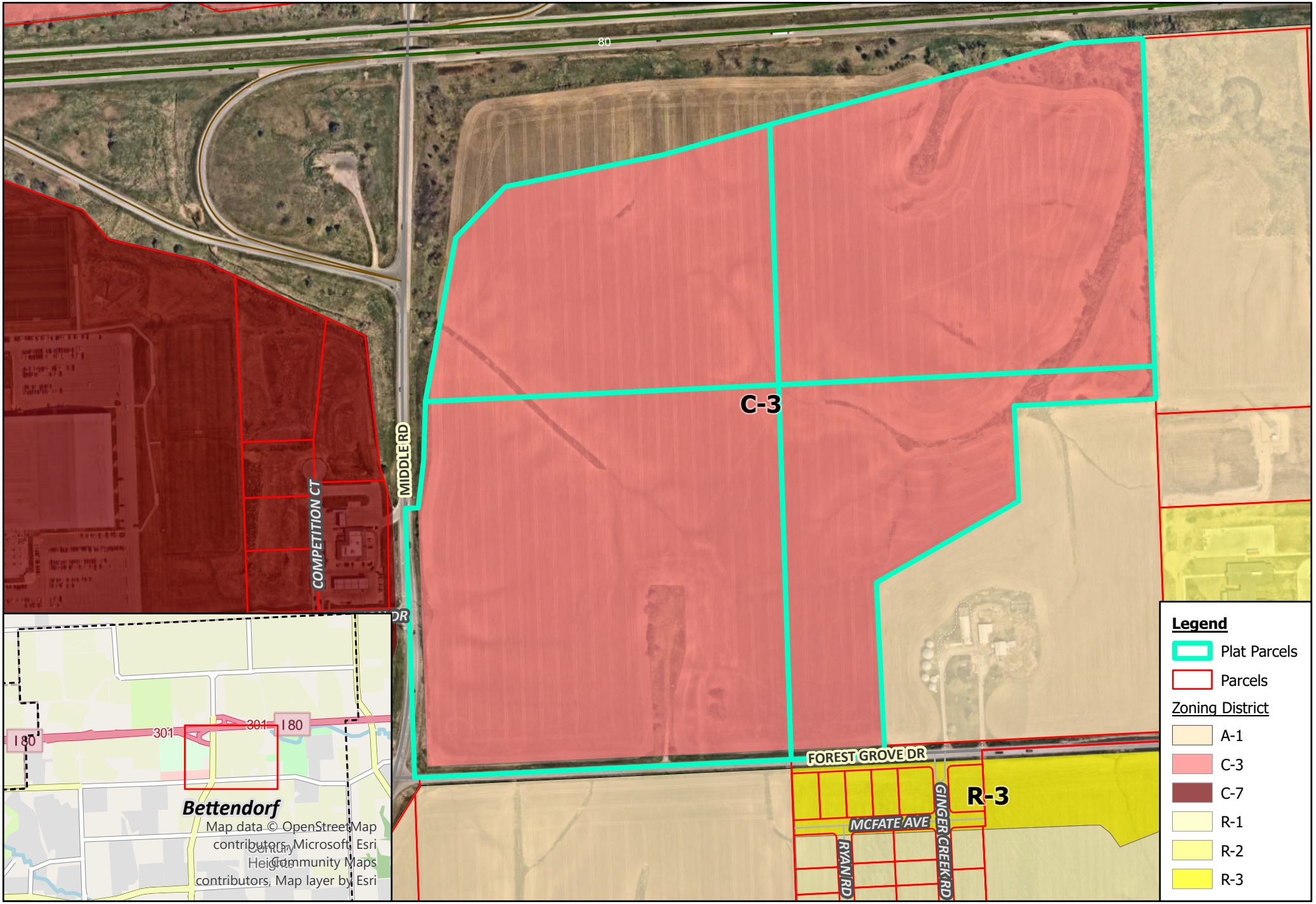
**ATTACHMENT C**

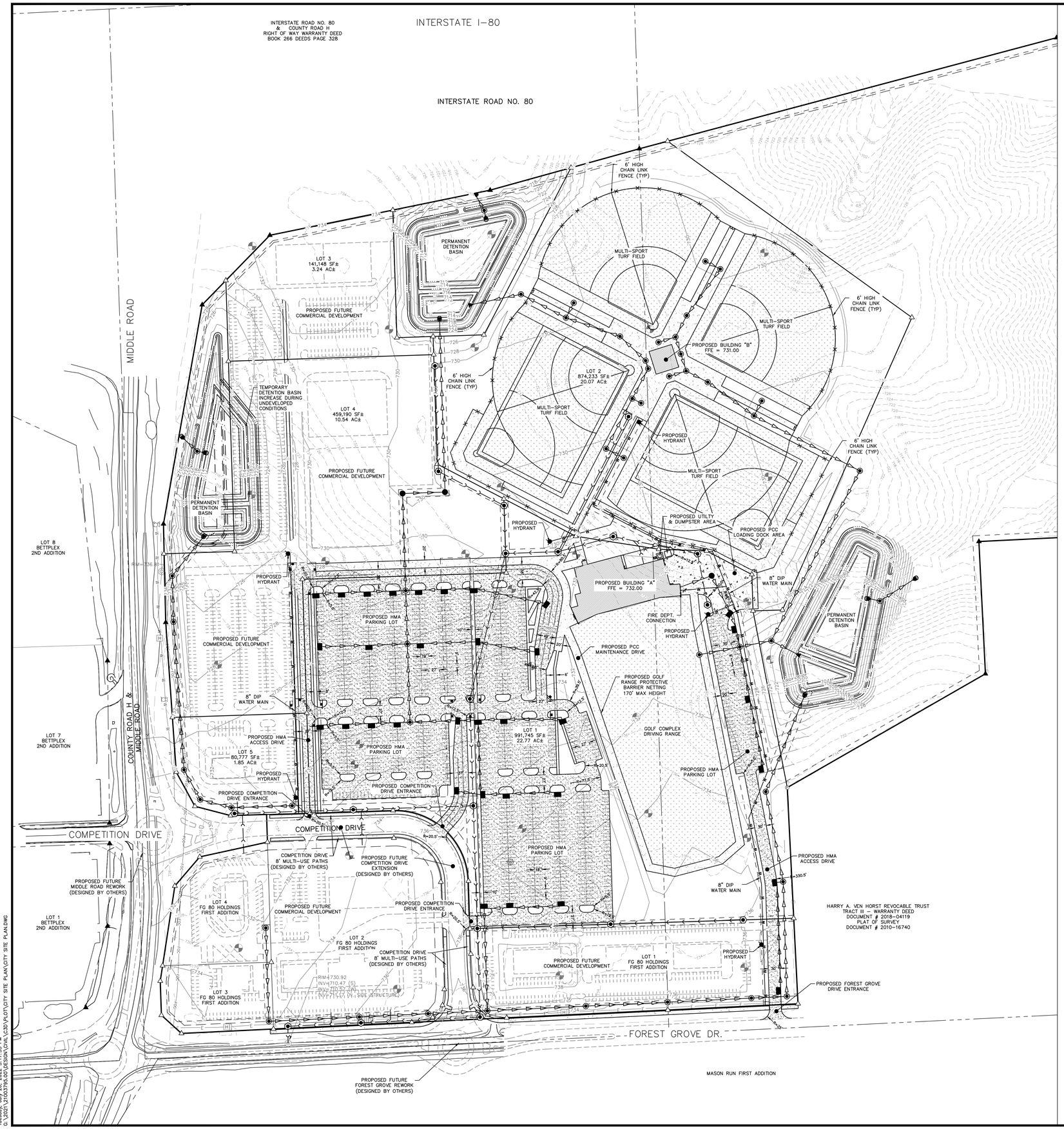
1 Inch = 428 Feet

Feet

0 165 330 660 990

N






Know what's below. Call before you dig.

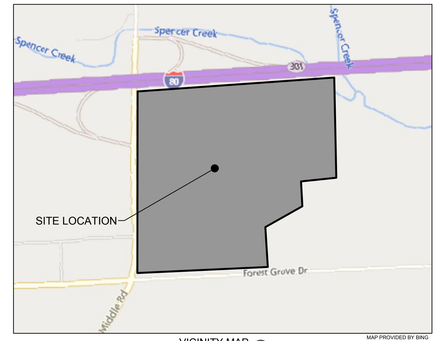
IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG

100 50 0 100 200
SCALE: 1" = 100'

OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
STUDIO 483
201 W. 2ND STREET, SUITE 608
DAVENPORT, IOWA 52801
PHONE: 563-326-2555 (GREG GOWEY)

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)




VICINITY MAP
NOT TO SCALE
MAP PROVIDED BY BING

## SITE INFORMATION

| | | |
|---|---|---|
| ZONING DISTRICT: C-3 PUBLIC GATHERING AND RECREATIONAL ACTIVITY DISTRICT | | |
| SITE LOCATION: LOT 5 FG 80 HOLDINGS 1ST ADDITION, BETTENDORF, IOWA | | |
| TOTAL LOT 5 AREA | 2,628,326 S.F. ± | 60.34 ACRES ± |
| PROPOSED LOT AREAS | LOT 1 991,745 S.F. ± | 22.77 ACRES ± |
| | LOT 2 874,223 S.F. ± | 20.07 ACRES ± |
| FRONT YARD REQUIRED | 20' | |
| SIDE YARD REQUIRED | NONE | |
| REAR YARD REQUIRED | 10' | |
| TOTAL BUILDING AREA | (SEE BUILDING AREA TABLE) | |
| REQUIRED PARKING = 1100 STALLS | | |
| PROVIDED = 1186 STALLS | | |
| TOTAL VEHICULAR USE AREA (V.U.A.) = 528,050 S.F. ± | | |
| PROVIDED V.U.A. INTERIOR LANDSCAPING = 37,484 S.F. (REQUIRED 7% = 36,964 S.F.) | | |
| CONSTRUCTION ACTIVITY DESCRIPTION:<br>THE CONSTRUCTION INVOLVES 1 PROPOSED MULTI-USE BUILDING, 1 CONCESSION BUILDING, 4 MULTI-SPORT TURF FIELDS, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT | | |

| BUILDING AREA TABLE | |
|---|---|
| BUILDING "A" | GOLF & ENTERTAINMENT BLDG (SEE ARCH. PLANS FOR DETAILS) |
| BUILDING "B" | CONCESSION BLDG - 3,600 SF |

## GENERAL NOTES

1. ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF BETTENDORF DESIGN AND SPECIFICATIONS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
2. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
3. 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.
4. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
5. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
6. THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
7. ALL EROSION CONTROL MEASURES MUST BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
8. BUILDING CONSTRUCTION TYPE IS ANTICIPATED TO BE TYPE "II-2" PER THE 2009 INTERNATIONAL BUILDING CODE.
9. SEE ARCHITECTURAL PLANS FOR BUILDING OCCUPANCY TYPE PER THE 2009 INTERNATIONAL BUILDING CODE.
10. THE PROPOSED BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.
11. PARKING REQUIRED WAS CALCULATED BY THE FOLLOWING: WITH MAX OF 6 PLAYING FIELDS, 12 TEAMS CAN PLAY AT A TIME WITH 12 EXTRA TEAMS IN WAITING. ASSUMING 12 PLAYERS PER TEAM = 288 PLAYERS, ASSUME 1.5 PARKING STALL PER PLAYER = 432 STALLS FOR BALLFIELDS. GOLF COMPLEX HAS 3000 CAPACITY, ASSUME 1 STALL PER 4.5 CAPACITY = 667 STALLS. TOGETHER GIVES 1099 ~ 1100 STALLS REQUIRED. THESE ASSUMPTIONS FALL IN LINE WITH PARKING NEEDS SHOWN AT TBK SPORTS COMPLEX.

## LEGAL DESCRIPTION

LOT NUMBER 5 OF FG 80 HOLDINGS 1ST ADDITION, IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

## LEGEND

- STORM INLET
- FLARED END SECTION
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- R.O.W. LINE
- SETBACK LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- 580 CONTOUR
- 580 PROPOSED CONTOUR
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED STORM SEWER INLET
- PROPOSED FLARED END SECTION
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- PROPOSED HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- PROPOSED HMA PAVEMENT
- PROPOSED PCC PAVEMENT
- PROPOSED GOLF RANGE / MULTI-SPORT TURF FIELD
- PROPOSED BUILDING

REVISIONS

| No. | DESCRIPTION | DATE |
|---|---|---|

IMEG
PH: 563.344.6500
www.imegcorp.com
117 STATE STREET
SUITE 201
BETTENDORF, IA 52722

FG80 - SITE DEVELOPMENT
BETTENDORF, IA

CITY SITE PLAN

IMEG Project No: 21003795.00
File Name: City Site Plan.dwg

© COPYRIGHT 2022
ALL RIGHTS RESERVED

Field Book No: ####
Drawn By: ZSE
Checked By: JLH
Date: 07/26/2022

C-1

Sheet 1 of 1

JASON L. HOLDORF 17137 LICENSED PROFESSIONAL ENGINEER IOWA

I hereby certify that this plan 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.

Signature 07/26/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: THIS SHEET

Tuesday, July 26, 2022 3:17:55 PM
G:\2021\21003795.00\DESIGN\CIVIL\CSD\PLOT\CITY SITE PLAN\CITY SITE PLAN.DWG

# Case 22-058: FG 80 Holdings Second Addition - Replat
# Case 22-059: Lot 5, FG 80 Holdings First Addition - Site Plan
# Future Land Use

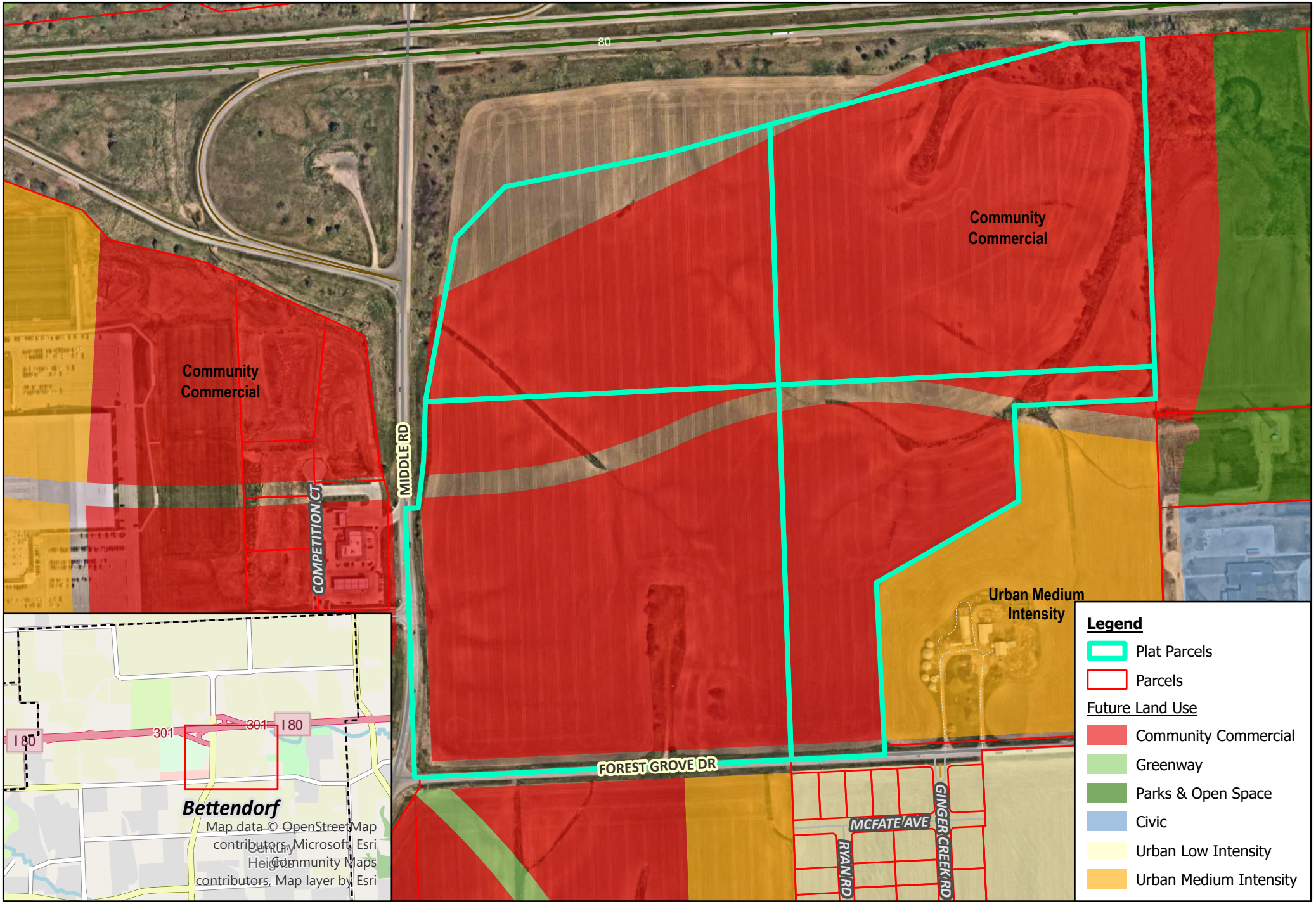
**ATTACHMENT E**

1 Inch = 428 Feet

Feet

0 165 330 660 990

N



## ROOM OCCUPANCY SCHEDULE - TOTALS

| Level | Area | Occupants Calculated | Occupants Assigned |
|---|---|---|---|
| | 68133 SF | 2125 | 348 |
| Grand total: 121 | 68133 SF | 2125 | 348 |

TOTAL
2,473 OCCUPANTS
(07/15/2022)

## PLUMBING FIXTURE COUNTS

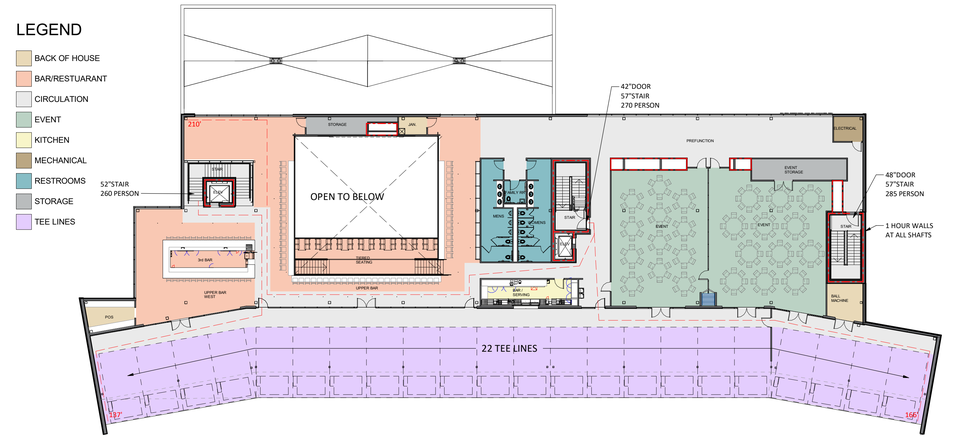
| TOILET | MEN | WOMEN | FAMILY | EMPLOYEE |
|---|---|---|---|---|
| FIRST | 2+2 | 5 | 1 | 1+1 |
| SECOND | 2+2 | 5 | 1 | 1+1 |
| THIRD | 2+3 | 5 | 1 | 0 |
| TOTAL | 13 | 15 | 3 | 2 |

| LAVATORY | MEN | WOMEN | FAMILY | EMPLOYEE |
|---|---|---|---|---|
| FIRST | 3 | 3 | 1 | 1 |
| SECOND | 3 | 3 | 1 | 1 |
| THIRD | 3 | 3 | 1 | 0 |
| TOTAL | 9 | 9 | 3 | 2 |

| DRINKING FOUNTAINS | |
|---|---|
| FIRST | 3 (1 HIGH / 1 LOW + 1 BOTTLE FILLER) |
| SECOND | 6 (2 HIGH / 2 LOW + 2 BOTTLE FILLER) |
| THIRD | 3 (1 HIGH / 1 LOW + 1 BOTTLE FILLER) |
| TOTAL | 12 |

## ROOM OCCUPANCY SCHEDULE - THIRD FLOOR

| Number | Name | Department | Area | Occ. Class | Occ. Type | Occ. Load Factor | Occupants Calculated | Occupants Assigned | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 301 | UPPER BAR WEST | BAR/RESTUARANT | 882 SF | A-2 | BAR/RESTUARANT | 15 SF | 59 | | |
| 302 | 3rd BAR | BAR/RESTUARANT | 375 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 304 | POS | BACK OF HOUSE | 149 SF | A-2 | BUSINESS | 100 SF | 2 | | |
| 305 | STAIR | CIRCULATION | 245 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 306 | ELEV | CIRCULATION | 60 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 307 | CLEAR CORRIDORS | CIRCULATION | 647 SF | A-2 | CIRCULATION | 50 SF | 13 | | |
| 311 | UPPER BAR | BAR/RESTUARANT | 1949 SF | A-2 | ASSEMBLY | 15 SF | 130 | | |
| 312 | TIERED SEATING | BAR/RESTUARANT | 563 SF | A-2 | ASSEMBLY | 15 SF | 38 | | |
| 315 | STORAGE | STORAGE | 133 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 316 | JAN. | BACK OF HOUSE | 53 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 330 | BAR / SERVING | KITCHEN | 271 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 331 | CORRIDOR | CIRCULATION | 155 SF | A-2 | CIRCULATION | 100 SF | 2 | | |
| 336 | MENS | RESTROOMS | 288 SF | A-2 | RESTROOMS | 100 SF | 3 | | |
| 337 | FAMILY RR | RESTROOMS | 51 SF | A-2 | RESTROOMS | 100 SF | 1 | | |
| 338 | WOMENS | RESTROOMS | 306 SF | A-2 | RESTROOMS | 100 SF | 4 | | |
| 339 | CORR | CIRCULATION | 48 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 340 | CORRIDOR | CIRCULATION | 408 SF | A-2 | CIRCULATION | 100 SF | 5 | | |
| 341 | ELEV | CIRCULATION | 50 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 342 | STAIR | CIRCULATION | 228 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 350 | EVENT | EVENT | 1399 SF | A-2 | ASSEMBLY | 15 SF | 94 | | |
| 352 | EVENT | EVENT | 1658 SF | A-2 | ASSEMBLY | 15 SF | 111 | | |
| 359 | STAIR | CIRCULATION | 220 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 360 | PREFUNCTION | CIRCULATION | 1734 SF | A-2 | CIRCULATION | 100 SF | 18 | | |
| 366 | EVENT STORAGE | STORAGE | 210 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 369 | ELECTRICAL | MECHANICAL | 76 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| 370 | TEE LINE CORRIDOR | CIRCULATION | 1695 SF | A-3 | CIRCULATION | 100 SF | 17 | | |
| 371 | TEE LINES | TEE LINES | 6249 SF | A-3 | SPECIAL | | | 132 | |
| 375 | BALL MACHINE | BACK OF HOUSE | 137 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| Grand total: 28 | | | 20237 SF | | | | 518 | 132 | |

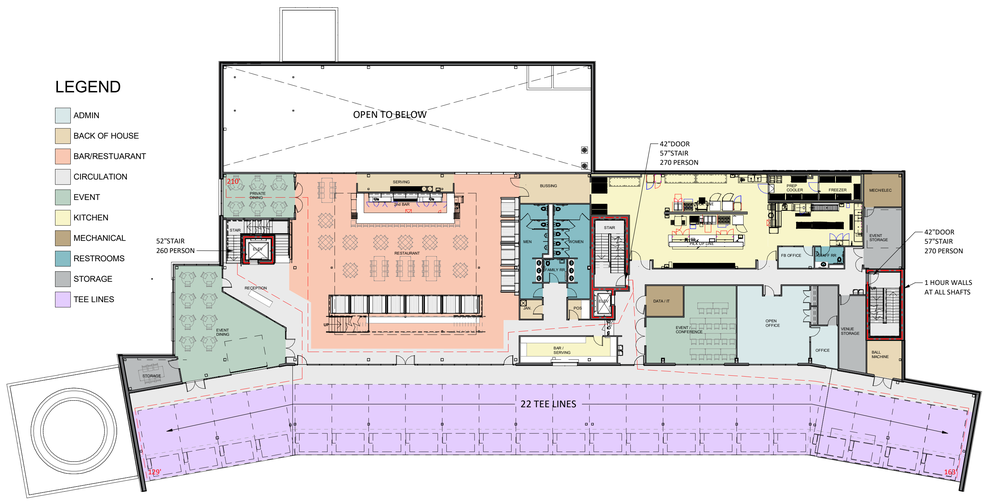



3 A010 ROOM USE AND EXITING - THIRD FLOOR
SCALE: 1" = 20'-0"

21,232 GSF

## ROOM OCCUPANCY SCHEDULE - SECOND FLOOR

| Number | Name | Department | Area | Occ. Class | Occ. Type | Occ. Load Factor | Occupants Calculated | Occupants Assigned | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 201 | EVENT DINING | EVENT | 966 SF | A-2 | ASSEMBLY | 15 SF | 65 | | |
| 204 | STORAGE | STORAGE | 164 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 205 | STAIR | CIRCULATION | 216 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 206 | ELEV | CIRCULATION | 60 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 207 | RECEPTION | CIRCULATION | 406 SF | A-2 | CIRCULATION | 15 SF | 28 | | |
| 211 | RESTAURANT | BAR/RESTUARANT | 3549 SF | A-2 | ASSEMBLY | 15 SF | 237 | | |
| 212 | PRIVATE DINING | EVENT | 338 SF | A-2 | BAR/RESTUARANT | 15 SF | 23 | | |
| 214 | CLEAR CORRIDORS | CIRCULATION | 444 SF | A-2 | CIRCULATION | 15 SF | 30 | | |
| 215 | 2nd BAR | BAR/RESTUARANT | 319 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 216 | SERVING | BACK OF HOUSE | 181 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 230 | BAR / SERVING | KITCHEN | 271 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 231 | CORR | CIRCULATION | 474 SF | A-2 | CIRCULATION | 100 SF | 5 | | |
| 234 | POS | BACK OF HOUSE | 44 SF | A-2 | STORAGE | 300 SF | 1 | | |
| 235 | JAN. | BACK OF HOUSE | 44 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 236 | MEN | RESTROOMS | 247 SF | A-2 | RESTROOMS | 100 SF | 3 | | |
| 237 | FAMILY RR | RESTROOMS | 57 SF | A-2 | RESTROOMS | 100 SF | 1 | | |
| 238 | WOMEN | RESTROOMS | 297 SF | A-2 | RESTROOMS | 100 SF | 3 | | |
| 239 | BUSSING | BACK OF HOUSE | 216 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 240 | CORRIDOR | CIRCULATION | 516 SF | A-2 | CIRCULATION | 100 SF | 6 | | |
| 241 | ELEV | CIRCULATION | 50 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 242 | STAIR | CIRCULATION | 231 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 250 | EVENT / CONFERENCE | EVENT | 607 SF | A-3 | ASSEMBLY | 15 SF | 41 | | |
| 251 | DATA / IT | MECHANICAL | 119 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| 252 | OPEN OFFICE | ADMIN | 572 SF | B | BUSINESS | 100 SF | 6 | | |
| 252A | STORAGE | STORAGE | 13 SF | B | STORAGE | 300 SF | 1 | | |
| 252B | STORAGE | STORAGE | 12 SF | B | STORAGE | 300 SF | 1 | | |
| 253 | OFFICE | ADMIN | 113 SF | B | STORAGE | 300 SF | 1 | | |
| 254 | SAFE | STORAGE | 81 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 256 | VENUE STORAGE | STORAGE | 214 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 259 | STAIR | CIRCULATION | 220 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 260 | KITCHEN | KITCHEN | 1513 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 8 | | |
| 263 | PREP COOLER | KITCHEN | 149 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 264 | FREEZER | KITCHEN | 132 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 265 | DISH WASH | KITCHEN | 432 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 3 | | |
| 266 | FB OFFICE | ADMIN | 79 SF | B | BUSINESS | 100 SF | 1 | | |
| 267 | STAFF RR | RESTROOMS | 57 SF | B | RESTROOMS | 100 SF | 1 | | |
| 268 | EVENT STORAGE | STORAGE | 247 SF | S-2 | STORAGE | 100 SF | 3 | | |
| 269 | MECH/ELEC | MECHANICAL | 133 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| 270 | TEE LINE CORRIDOR | CIRCULATION | 1705 SF | A-3 | CIRCULATION | 100 SF | 18 | | |
| 271 | TEE LINES | TEE LINES | 6249 SF | A-3 | SPECIAL | | | 132 | |
| 275 | BALL MACHINE | BACK OF HOUSE | 133 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| Grand total: 41 | | | 21870 SF | | | | 513 | 132 | |

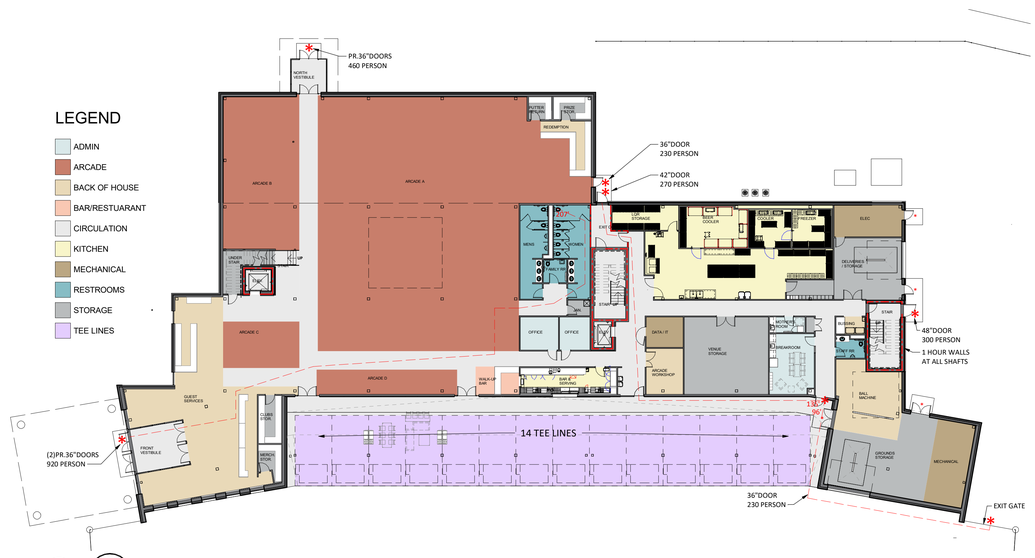



2 A010 ROOM USE AND EXITING - SECOND FLOOR
SCALE: 1" = 20'-0"

23,056 GSF

## ROOM OCCUPANCY SCHEDULE FIRST FLOOR

| Number | Name | Department | Area | Occ. Class | Occ. Type | Occ. Load Factor | Occupants Calculated | Occupants Assigned | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 100 | FRONT VESTIBULE | CIRCULATION | 251 SF | A-3 | CIRCULATION | 100 SF | 3 | | |
| 101 | GUEST SERVICES | BACK OF HOUSE | 1699 SF | A-3 | CIRCULATION | 15 SF | 114 | | |
| 102 | MERCH. STOR. | STORAGE | 75 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 103 | CLUBS STOR. | STORAGE | 118 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 105 | STAIR | CIRCULATION | 113 SF | A-3 | CIRCULATION | 100 SF | 2 | | |
| 106 | ELEV. | CIRCULATION | 60 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 110 | CLEAR CORRIDORS | CIRCULATION | 1370 SF | A-3 | CIRCULATION | 11 SF | 125 | | |
| 111 | ARCADE A | ARCADE | 5951 SF | A-3 | ASSEMBLY, GAMING FLOOR | 11 SF | 542 | | |
| 112 | ARCADE B | ARCADE | 1246 SF | A-3 | ASSEMBLY, GAMING FLOOR | 11 SF | 114 | | |
| 113 | ARCADE C | ARCADE | 377 SF | A-3 | ASSEMBLY, GAMING FLOOR | 11 SF | 35 | | |
| 114 | ARCADE D | ARCADE | 370 SF | A-3 | ASSEMBLY, GAMING FLOOR | 11 SF | 34 | | |
| 118 | WALK-UP BAR | BAR/RESTUARANT | 56 SF | A-3 | ASSEMBLY, CONCENTRATED | 5 SF | 12 | | |
| 119 | 1st BAR | BAR/RESTUARANT | 72 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 120 | NORTH VESTIBULE | CIRCULATION | 129 SF | A-3 | CIRCULATION | 100 SF | 2 | | |
| 121 | REDEMPTION | BACK OF HOUSE | 180 SF | A-3 | ASSEMBLY, GAMING FLOOR | 11 SF | 17 | | |
| 122 | PUTTER RETURN | STORAGE | 59 SF | S-2 | STORAGE | 300 SF | 1 | 0 | |
| 123 | PRIZE STOR. | STORAGE | 97 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 130 | BAR & SERVING | KITCHEN | 271 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | | |
| 131 | CORR | CIRCULATION | 155 SF | A-2 | CIRCULATION | 100 SF | 2 | | |
| 132 | OFFICE | ADMIN | 133 SF | B | BUSINESS | 100 SF | 2 | | |
| 133 | OFFICE | ADMIN | 106 SF | B | BUSINESS | 100 SF | 2 | | |
| 134 | CORRIDOR | CIRCULATION | 118 SF | A-3 | CIRCULATION | 100 SF | 2 | | |
| 135 | JAN. | STORAGE | 36 SF | S-2 | STORAGE | 300 SF | 1 | | |
| 136 | MENS | RESTROOMS | 246 SF | A-3 | RESTROOMS | 100 SF | 3 | | |
| 137 | FAMILY RR | RESTROOMS | 57 SF | A-3 | RESTROOMS | 100 SF | 1 | | |
| 138 | WOMEN | RESTROOMS | 297 SF | A-3 | RESTROOMS | 100 SF | 3 | | |
| 140 | CORR | CIRCULATION | 924 SF | A-2 | CIRCULATION | 100 SF | 10 | | |
| 141 | ELEV | CIRCULATION | 50 SF | A-2 | CIRCULATION | 100 SF | 1 | | |
| 142 | STAIR | CIRCULATION | 231 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 143 | EXIT CORR | CIRCULATION | 117 SF | A-2 | CIRCULATION | 100 SF | 2 | | |
| 150 | ARCADE WORKSHOP | BACK OF HOUSE | 179 SF | S-2 | BUSINESS | 100 SF | 2 | | |
| 151 | DATA / IT | MECHANICAL | 119 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| 152 | VENUE STORAGE | STORAGE | 690 SF | S-2 | STORAGE | 300 SF | 3 | | |
| 153 | BREAKROOM | ADMIN | 282 SF | B | BUSINESS | 100 SF | 3 | | |
| 154 | MOTHER'S ROOM | ADMIN | 59 SF | B | RESTROOMS | 100 SF | 1 | | |
| 155 | STORAGE | STORAGE | 13 SF | A-2 | STORAGE | 300 SF | 1 | | |
| 156 | STAFF RR | RESTROOMS | 62 SF | B | RESTROOMS | 100 SF | 1 | | |
| 157 | BUSSING | BACK OF HOUSE | 52 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 159 | STAIR | CIRCULATION | 220 SF | A-2 | CIRCULATION | 100 SF | 3 | | |
| 160 | PREP KITCHEN | KITCHEN | 957 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 5 | | |
| 161 | LQR STORAGE | KITCHEN | 178 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 162 | BEER COOLER | KITCHEN | 318 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 2 | 0 | |
| 163 | COOLER | KITCHEN | 195 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 164 | FREEZER | KITCHEN | 188 SF | A-2 | COMMERCIAL KITCHEN | 200 SF | 1 | | |
| 168 | DELIVERIES / STORAGE | STORAGE | 542 SF | S-2 | STORAGE | 100 SF | 6 | | |
| 169 | ELEC | MECHANICAL | 230 SF | S-2 | MECHANICAL | 300 SF | 1 | | |
| 170 | TEE LINE CORRIDOR | CIRCULATION | 1233 SF | A-3 | CIRCULATION | 100 SF | 13 | | |
| 171 | TEE LINES | TEE LINES | 3864 SF | A-3 | SPECIAL | 0 SF | | 84 | |
| 173 | GROUNDS STORAGE | STORAGE | 711 SF | S-2 | STORAGE | 300 SF | 3 | | |
| 174 | MECHANICAL | MECHANICAL | 346 SF | S-2 | MECHANICAL | 300 SF | 2 | | |
| 175 | BALL MACHINE | BACK OF HOUSE | 481 SF | S-2 | MECHANICAL | 300 SF | 2 | | |
| 217 | UNDER STAIR | STORAGE | 142 SF | S-2 | STORAGE | 300 SF | 1 | | |
| Grand total: 52 | | | 26027 SF | | | | 1094 | 84 | |




1 A010 ROOM USE AND EXITING - FIRST FLOOR
SCALE: 1" = 20'-0"

27,670 GSF


**STUDIO 483 ARCHITECTS**
124 Arts Alley
Rock Island, IL 61201
309.786.9910

201 W. 2nd Street, Suite 608
Davenport, IA 52801
563.326.2555


**BETTENDORF GOLF ENTERTAINMENT**

COMPETITION DRIVE
BETTENDORF, IA 52722

| | | |
|---|---|---|
| 1 | PRELIMNARY | 07.14.22 |

NOT FOR CONSTRUCTION

**ROOM USE AND EXITING PLANS**

PROJECT: 22004203.00

**A010**


ATTACHMENT F



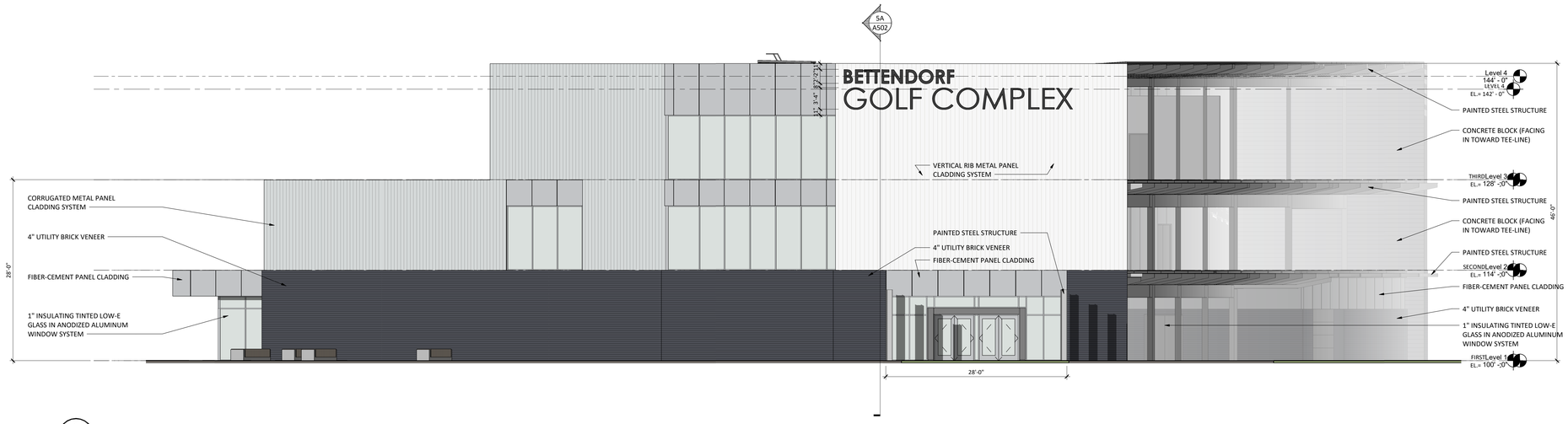
C:\Users\DanielSchmelzer\Documents\22004203 Golf Venue_dschmelzer.rvt
7/15/2022 11:37:47 AM

ATTACHMENT G

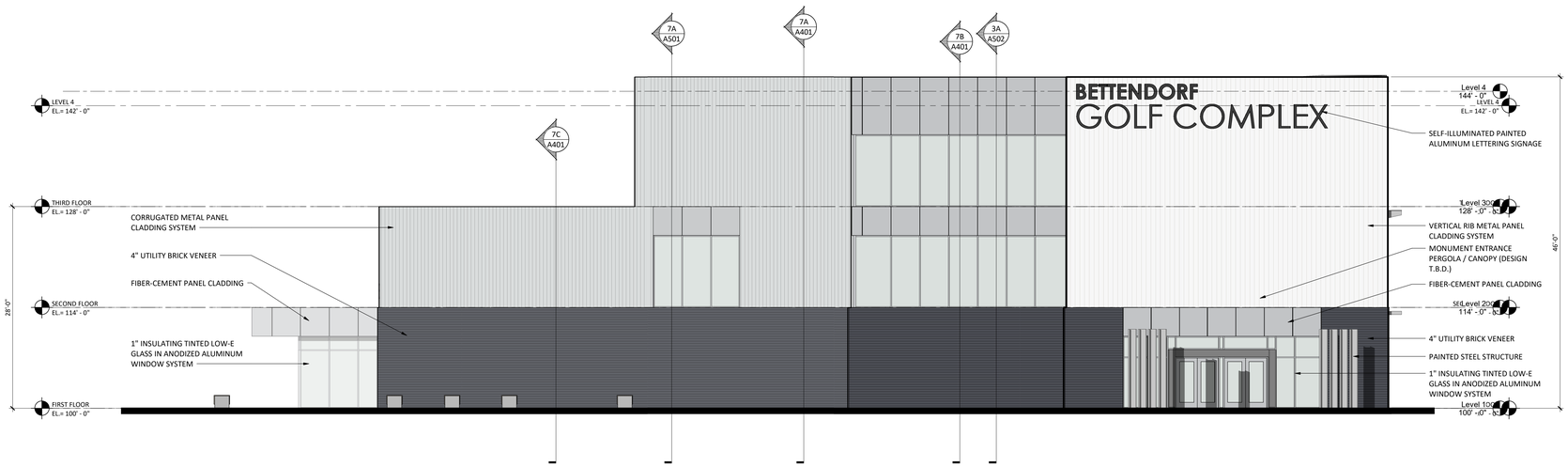
STUDIO 483 ARCHITECTS

**STUDIO 483 ARCHITECTS**
124 Arts Alley
Rock Island, IL 61201
309.786.9910

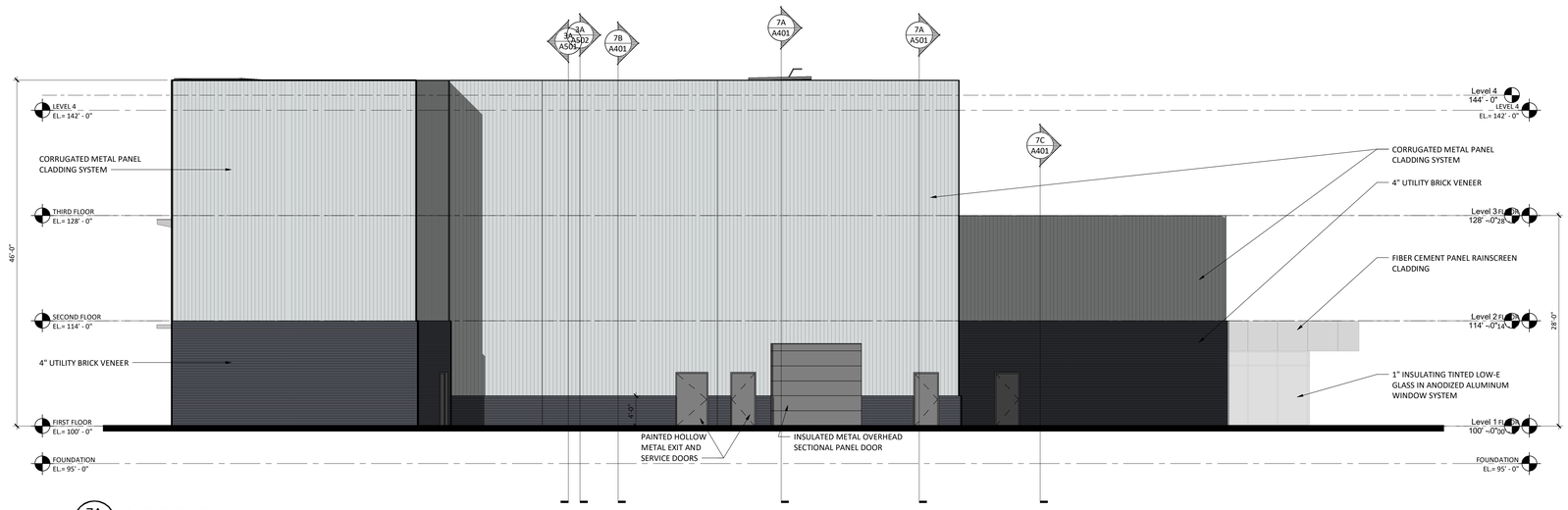
201 W. 2nd Street, Suite 608
Davenport, IA 52801
563.326.2555




1 A301 SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"




7C A301 WEST ELEVATION
SCALE: 1/8" = 1'-0"




7A A301 EAST ELEVATION
SCALE: 1/8" = 1'-0"

**BETTENDORF GOLF ENTERTAINMENT**

COMPETITION DRIVE
BETTENDORF, IA 52722

1 PRELIMNARY 07.25.22

NOT FOR CONSTRUCTION

**EXTERIOR ELEVATIONS**

PROJECT: 22004203.00

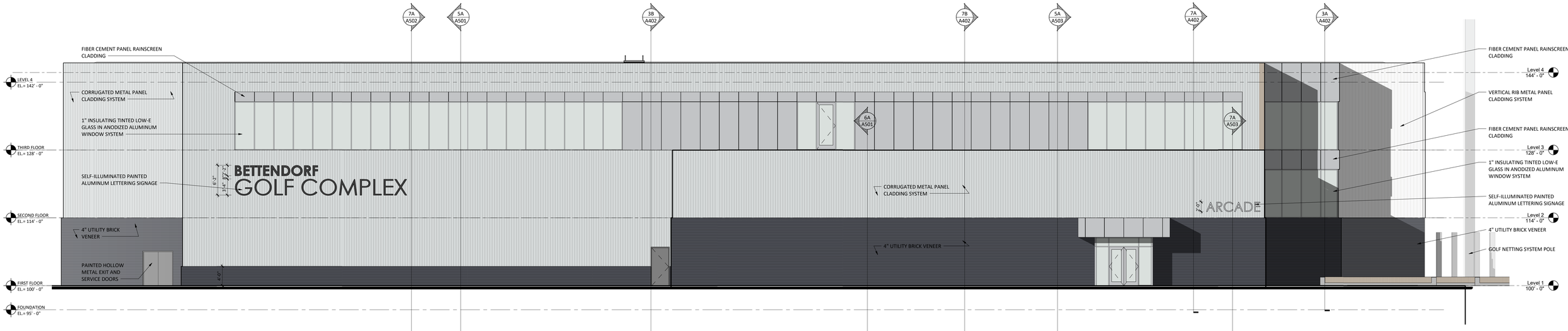
**A301**

7/25/2022 9:33:17 AM C:\Users\BlaineSchmeltzer\Documents\22004203 Golf Venue_dscbmeltzer.rvt

STUDIO 483 ARCHITECTS

**STUDIO 483 ARCHITECTS**
124 Arts Alley
Rock Island, IL 61201
309.786.9910

201 W. 2nd Street, Suite 608
Davenport, IA 52801
563.326.2555




7C A302 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

7A A302 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

**BETTENDORF GOLF ENTERTAINMENT**

COMPETITION DRIVE
BETTENDORF, IA 52722

1 PRELIMINARY 07.25.22

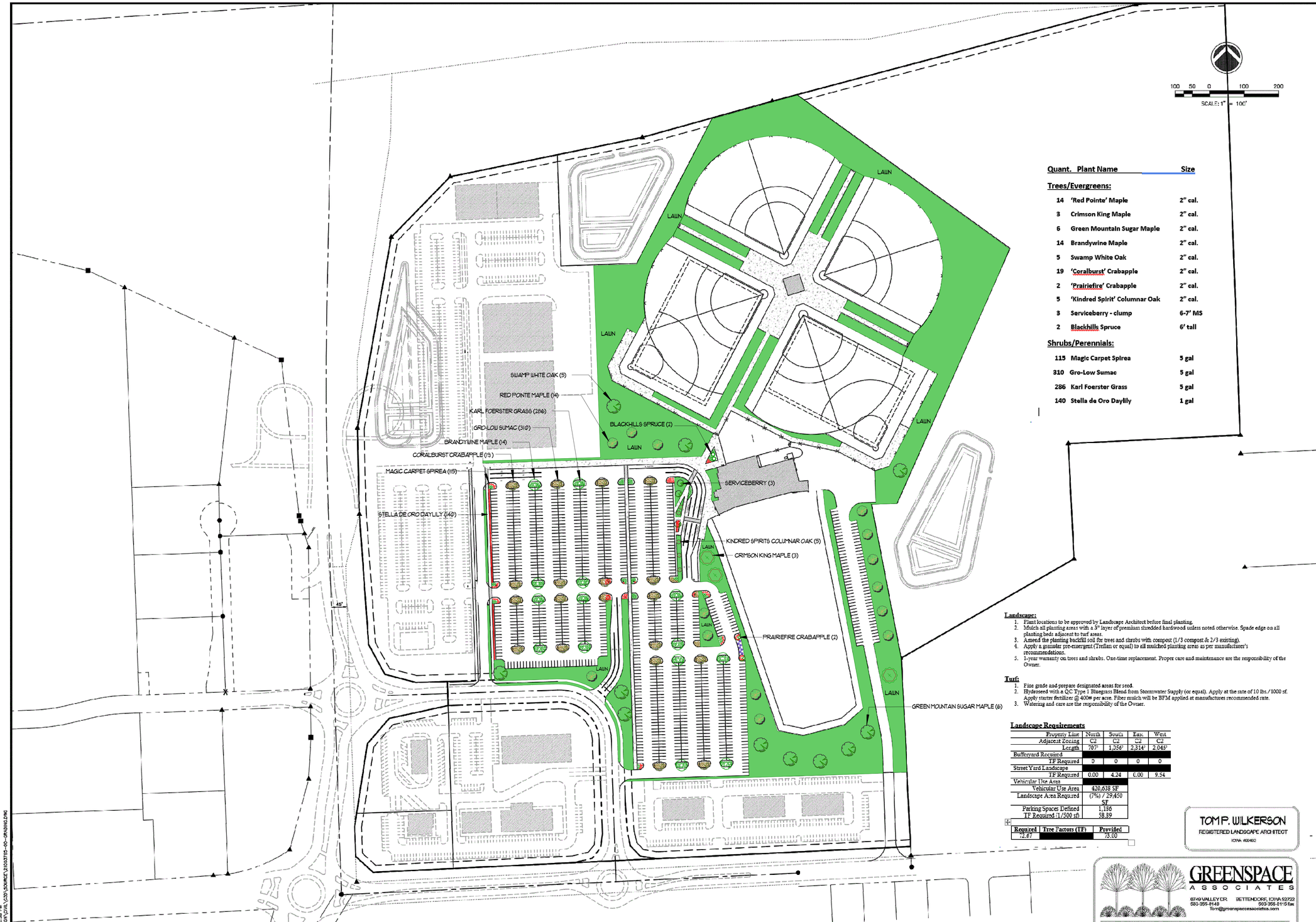
NOT FOR CONSTRUCTION

**EXTERIOR ELEVATIONS**

PROJECT: 22004203.00

**A302**

C:\Users\DanielSchmelter\Documents\22004203 Golf Venue_dschmelter.rvt
7/25/2022 8:33:33 AM




| Quant. | Plant Name | Size |
|---|---|---|
| **Trees/Evergreens:** | | |
| 14 | 'Red Pointe' Maple | 2" cal. |
| 3 | Crimson King Maple | 2" cal. |
| 6 | Green Mountain Sugar Maple | 2" cal. |
| 14 | Brandywine Maple | 2" cal. |
| 5 | Swamp White Oak | 2" cal. |
| 19 | 'Coralburst' Crabapple | 2" cal. |
| 2 | 'Prairiefire' Crabapple | 2" cal. |
| 5 | 'Kindred Spirit' Columnar Oak | 2" cal. |
| 3 | Serviceberry - clump | 6-7' MS |
| 2 | Blackhills Spruce | 6' tall |
| **Shrubs/Perennials:** | | |
| 115 | Magic Carpet Spirea | 5 gal |
| 310 | Gro-Low Sumac | 5 gal |
| 286 | Karl Foerster Grass | 5 gal |
| 140 | Stella de Oro Daylily | 1 gal |

**Landscape:**

1. Plant locations to be approved by Landscape Architect before final planting.
2. Mulch all planting areas with a 3" layer of premium shredded hardwood unless noted otherwise. Spade edge on all planting beds adjacent to turf areas.
3. Amend the planting backfill soil for trees and shrubs with compost (1/3 compost & 2/3 existing).
4. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.
5. 1-year warranty on trees and shrubs. One-time replacement. Proper care and maintenance are the responsibility of the Owner.

**Turf:**

1. Fine grade and prepare designated areas for seed.
2. Hydroseed with a QC Type 1 Bluegrass Blend from Stormwater Supply (or equal). Apply at the rate of 10 lbs./1000 sf. Apply starter fertilizer @ 400# per acre. Fiber mulch will be BFM applied at manufactures recommended rate.
3. Watering and care are the responsibility of the Owner.

**Landscape Requirements**

| Property Line | North | South | East | West |
|---|---|---|---|---|
| Adjacent Zoning | C2 | C2 | C2 | C2 |
| Length | 707' | 1,356' | 2,314' | 2,045' |
| Bufferyard Required | | | | |
| TF Required | 0 | 0 | 0 | 0 |
| Street Yard Landscape | | | | |
| TF Required | 0.00 | 4.24 | 0.00 | 9.54 |
| Vehicular Use Area | | | | |
| Vehicular Use Area | 420,638 SF | | | |
| Landscape Area Required | (7%) / 29,450 SF | | | |
| Parking Spaces Defined | 1,196 | | | |
| TF Required /1,500 sf | 58.89 | | | |

| Required | Tree Factors (TF) | Provided |
|---|---|---|
| 72.67 | | 78.00 |

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
ICNA #00402

GREENSPACE ASSOCIATES
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE
6749 VALLEY CR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8151 fax
Tom@greenspaceassociates.com

REVISIONS

| No | DESCRIPTION | DATE |
|---|---|---|

IMEG
PH: 563.344.4300
www.imegcorp.com
1711 STATE STREET
SUITE 1
BETTENDORF, IA 52722

FOREST GROVE DEVELOPMENT
BETTENDORF, IA

# LANDSCAPE PLAN

IMEG Project No: 21003795.00
File Name:
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: TPW
Checked By:
Date 07/26/2022

L-1
Sheet 1 of 1

Drawing: Mar 15, 2023, 9:29:39 Tw
G:\Shared Drives\IMEG\Bettendorf\Projects\21003795 - 60 - GROWING DNG\CAD\SOURCE\21003795 - 60 - GROWING DNG

**COMMUNITY DEVELOPMENT**
**City Hall Annex • 4403 Devils Glen Road, Bettendorf, Iowa 52722 • (563) 344-4079**

August 17, 2022 - Bettendorf Planning & Zoning Commission Meeting

Staff Report

**Case No. 22-059**
**Request:** Site Development Plan for Golf Entertainment Venue and Multi-Sport Fields
**Location:** Northeast Corner of Middle Road and Forest Grove Drive Intersection
**Legal Description:** Proposed Lots 1 & 2 of FG 80 Holdings Second Addition (Case No. 22-058) (Parcel #: 840223001 and surrounding parcels)
**Applicant:** Kevin Koellner – Focus Real Estate Development
**Zoning:** C-3, General Business District
**Future Land Use:** CC, Community Commercial

## Background Information and Facts

The applicant, Kevin Koellner, has submitted a site development plan for an area located on Lot 5 and Lot 2 of the proposed FG 80 Holdings Second Addition (see FG 80 Holdings Second Addition Final Plat – Case No. 22-058 – Attachment A). The area is located north of Forest Grove Drive and east of Middle Road (see Aerial Map - Attachment B). The property is located in the C-3, General Business District (see Zoning Map - Attachment C). The proposed development is the first phase of a larger development which is an expansion of the TBK Sports Complex. The applicant's site development plan shows a three-story, multi-use, golf entertainment venue (shown as "Building A"). The development plan also shows four multi-sport turf fields centered around a concession stand building (shown as "Building B") (see FG 80 Site Development Plan – Attachment D).

## Future Land Use Map & Compliance with Comprehensive Plan

The development area is shown as Community Commercial on the Future Land Use Map (see Future Land Use Map - Attachment E). The proposal is consistent with multiple Comprehensive Plan goals, including:

- Goal C: Attract and Retain Business and Industry.
- Goal E: Enhance Community Design and Character.
- Goal F: Promote Recreational and Cultural Activity.
- Goal G: Attract Young People.

**Zoning Compliance**

The proposed development is located in the C-3, General Business District. The primary use of the golf entertainment venue is the three-story, lighted driving range containing a total of 58 tee lines. Accessory uses of the golf entertainment venue include a gaming arcade, restaurant, event space, and offices (see Room Use and Exiting Plans A010 – Attachment F). Both the golf entertainment venue and the multi-sport fields fall under the Commercial Recreation (High Impact) zoning use, defined per code as:

> *Private businesses, or other organizations which may or may not be commercial by structure or by nature, which are primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. High-impact commercial recreation uses are typically located outdoors and have operating effects caused by lighting, noise, traffic, or hours of operation that create substantial environmental impacts. Typical uses include shooting ranges, lighted driving ranges, go-kart tracks, amusement parks, race tracks, and private baseball complexes.*

The Commercial Recreation (High Impact) use is permitted by right in I-1, I-2, I-3, and C-7 districts and permitted by special use in the C-3 district. Thus, prior to City Council approval of this site development plan, the applicant will need to receive Board of Adjustment approval for a special use permit. Staff contends the location of the development near high volume arterial and interstate roadways, limited residential development nearby, and the existence of the similar TBK Sports Complex to the west are facts which will support granting the special use permit. All other use standards and bulk standard site development regulations for the C-3 district are met for the submitted plan.

The golf venue structure will contain three-stories with a height of 144 feet (see Golf Entertainment Venue Rendering A301 and A302 – Attachment G). The golf netting and poles will be higher than the building, and the golf driving range length is 672 feet or 224 yards, more or less.

**Utilities**

The site has access to water and city sewer. The proposed FG 80 Holdings Second Addition final plat (Case No. 22-058) shows sufficient sanitary sewer, storm sewer, water main, and utility easements to the proposed developments on Lots 1 and 2.

Due to the size, occupancy type, and capacity of the golf venue, fire hydrants and fire department connections are required and shown on the site plan. A fire hydrant is also located near the multi-sport turf field concession stand building.

A screened utility and dumpster area is located on the northeast corner of the golf venue building. This area is accessible via a loading dock area and service access drive located east of the golf driving range.

**Thoroughfare Plan & Pedestrian Access**

Vehicle access is shown via two entrances off of Competition Drive and two entrances off of an unnamed private drive lane. East of the golf venue, an employee and maintenance access is provided which traverses Lot 1 of FG 80 Holdings First Addition and connects to Forest Grove Drive. A multi-lane drop-off area is located on the northeast corner of the parking area. The drop-off area is positioned near the main entrance of the golf venue and the pedestrian walk path leading to the four multi-sport turf fields.

An 8-foot wide, multi-use path is shown on both sides of Competition Drive and the unnamed private drive lane located west of the parking lot. Additional interior sidewalks are shown in the parking lot area. Larger paved pedestrian areas and plazas are located north of the parking lot and near the drop-off area. Staff contends both the golf venue on Lot 1 and the multi-sport turf fields on Lot 2 have good bike-pedestrian access and connectivity.

The City will provide snow plowing and maintenance for Competition Drive. Maintenance for all other drive-lanes and parking lots will be the responsibility of the developer and/or future owners.

**Off-Street Parking**

The site development plan shows a total of 1,186 off-street parking spaces.

The site plan notes the following assumptions for parking calculations:

> *Parking required was calculated by the following: with max of 6 playing fields, 12 teams can play at a time with 12 extra teams in waiting. Assuming 12 players per team = 288 players, assume 1.5 parking stall per player = 432 stalls for ballfields. Golf complex has 3000 capacity, assume 1 stall per 4.5 capacity = 667 stalls. Together gives 1099 ~ 1100 stalls required. These assumptions fall in line with parking needs shown at TBK Sports Complex.*

Reviewing the submitted parking calculations for the golf complex and the multi-sport fields, staff notes that it does not match code requirements for the Commercial Recreation (High Impact) Use definition which requires 1 stall per 4.0 capacity. Applying this code specification

would require at least 87 additional parking stalls at the site. Staff has encouraged the applicant to apply to the Board of Adjustment for a variance to the off-street parking requirements for the previously-mentioned use. Staff contends the currently adopted off-street parking code does not adequately contemplate the golf complex development due to the unique scale, mixture of uses, location, and overall configuration. The applicant noted that much analysis and work was done with assistance of TBK staff to configure the number and location of the parking to best suit both the golf complex and multi-sport fields.

Handicapped parking is not shown on the current plan and will be required when reviewing the variance application for the Board of Adjustment. A total of 22 accessible spaces plus van-accessible spaces would be required with the current configuration.

**Storm Water**

The proposed development will be served by a detention basin located on Lot B of FG 80 Holdings First Addition (east of the golf complex and multi-sport fields) as well as Lot A of FG 80 Holdings First Addition (northwest of the multi-sport fields). Both detention ponds are sufficiently-sized for the proposed development and contemplated future development.

**Landscaping**

The submitted landscape plan shows a total of 73 tree factors which meets the code requirement of 72 for this site (see Landscape Plan – Attachment H). Maple trees will buffer the perimeter of the lighted golf driving range area from the surrounding development and parking lots. Over 37,400 square feet of interior landscaping is provided in the vehicle use area (VUA), which is more than 7% of the total VUA required by City code.

**Lighting**

The driving range area of the golf entertainment venue will be lighted for night-time use. The configuration will include a total of 13 lights, 6 of which will be located at a height of 44 feet and 7 at a height of 28 feet. All of these lights will face southeast and mounted on the building structure. The lighting plan shows the outer edges of the driving range receiving 0.3 to 0.2 horizontal foot candles (see Golf Entertainment Venue Lighting Plan – Attachment I). Bettendorf does not currently have an adopted light ordinance. Neighboring Davenport and Scott County do, and 1 horizontal foot candle maximum at the property line is allowed for most developments. Due to the temporary timing, safety requirements for individual sports, and night-time lighting requirements of driving ranges and sport fields, they are exempt from the light ordinance in those jurisdictions. For reference, 1 horizontal foot candle is the recommended lighting for open air parking in a suburban setting.

The lighting plan for the multi-sport fields is similar to the existing outdoor fields located at the sports complex west of Middle Road. Due to baseball and softball being played on the fields, these lights are required to be much taller (see Multi-Sport Field Lighting Plan – Attachment J).

**Staff Recommendation**

Staff recommends approval of the site development plan with the following conditions:

1. A special use permit for a Commercial Recreation (High Impact) use in the C-3, General Business District be approved by the Board of Adjustment prior to City Council approval.
2. A variance for reduced parking be approved by the Board of Adjustment prior to City Council approval.

Respectfully submitted,

Taylor Beswick
City Planner

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

September 8, 2022 Board of Adjustment Meeting

Staff Report

**Case No. 22-063 & Case No. 22-064**
**Request:** Special Use Permits to allow a high impact commercial recreational use (golf venue (22-063) and multi-sport field complex (22-064)
**Location:** Northeast of intersection of Middle Road and Forest Grove Drive
**Legal Description:** Lot 5, FG 80 Holdings First Addition (Parcel #: 840223001 and surrounding parcels)
**Applicant:** Kevin Koellner - Focus Real Estate Development
**Zoning Designation:** C-3, General Business District
**Future Land Use:** CC, Community Commercial

**Background Information and Facts**

The applicant, Kevin Koellner, has submitted a request for special use permits for a site development plan located on Lots 1 and 2 of the proposed FG 80 Holdings Second Addition (see FG 80 Holdings Second Addition Final Plat (Case No. 22-058) – Attachment A). The area is currently platted and recorded as Lot 5 of FG 80 Holdings First Addition. The area is located northeast of the intersection of Forest Grove Drive and Middle Road (see Location Map - Attachment B). The property is zoned C-3, General Business District (see Zoning Map - Attachment C). The proposed development is the first phase of a larger development which is an expansion of the TBK Sports Complex. The site development plan shows a three-story, multi-use, golf entertainment venue (shown as "Building A") and four multi-sport turf fields centered around a concession stand building (shown as "Building B") (see FG 80 Site Development Plan – Attachment D). The primary use of the golf entertainment venue is the three-story, lighted driving range containing a total of 58 tee lines. Accessory uses of the golf entertainment venue include a gaming arcade, restaurant, event space, and offices (see Room Use and Exiting Plans A010 – Attachment F). Both the golf entertainment venue and the multi-sport fields fall under the Commercial Recreation (High Impact) zoning use, which requires a special use permit in the C-3 District.

**Staff Analysis**

This overall type of development, including outdoor service areas, is expected to occur within this district. Interconnectivity between businesses with outdoor facilities is encouraged within this unique district. It is anticipated that customers of the nearby hotel, sports complex, and commercial services will also be patrons of this business and will be walking back and forth between the facilities while leaving their car(s) in a parking space somewhere throughout the complex.

Staff contends any potential negative externalities or incompatibilities with surrounding uses do not meet the threshold to deny an outdoor service area at this location.

Section 11-5-9 of the City Code stipulates nine required standards that must be met for any special use permit to be granted. Staff has abbreviated those standards with the following list and indicated its position on each.

1. **Is the special use allowed in the targeted district?** Yes, per Section 11-4-5.
2. **Does the special use appear to comply will all applicable zoning regulations?** Yes. The site development has been recommended for approval by the Planning and Zoning Commission (Case No. 22-059), pending approval of the special use permits.
3. **Is the location, size and character of the use in harmony with the targeted district?** Yes, the character matches the surrounding development, especially the TBK Sports Complex located west of Middle Road.
4. **Does the special use unreasonably hinder or discourage development in the target district?** No, the proposed development will attract development in the district.
5. **Is parking adequate and are the entrances and exits sufficient for the traffic flow to be generated.** Yes. (See Case No. 22-065).
6. **Will the special use devalue surrounding properties?** No, the applicant is making an investment into the area. The development will be a very valuable asset to not only Bettendorf but also to the Quad Cities region as a whole.
7. **Has this case been reviewed and denied by the Board of Adjustment within the past year?** No.
8. **Are there any conditions the Board should impose to ensure the special use is in compliance with the standards above, or to minimize negative externalities of the special use?** No.

9. **Is the proposed use consistent with the Comprehensive Plan?** Yes, the development supports the following Comprehensive Plan Goals:

- Goal C: Attract and Retain Business and Industry.
- Goal E: Enhance Community Design and Character.
- Goal F: Promote Recreational and Cultural Activity.
- Goal G: Attract Young People.

**Staff Recommendation**

Staff recommends approval of the special use permits.

Respectfully submitted,

Taylor Beswick
City Planner

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

September 8, 2022 Board of Adjustment Meeting

Staff Report

**Case No. 22-065**
**Request:** Exception to the off-street parking requirements for a high impact commercial recreational use (golf venue and multi-sport field complex).
**Location:** Northeast of intersection of Middle Road and Forest Grove Drive
**Legal Description:** Lot 5, FG 80 Holdings First Addition (Parcel #: 840223001 and surrounding parcels)
**Applicant:** Kevin Koellner - Focus Real Estate Development
**Zoning Designation:** C-3, General Business District
**Future Land Use:** CC, Community Commercial

**Background Information and Facts**
The applicant, Kevin Koellner, has submitted a request for an exception to the off-street parking requirements related to a site development plan (Case No. 22-059, Planning and Zoning Commission) located on Lots 1 and 2 of the proposed FG 80 Holdings Second Addition (see FG 80 Holdings Second Addition Final Plat (Case No. 22-058) – Attachment A).

The area is currently platted and recorded as Lot 5 of FG 80 Holdings First Addition. The area is located northeast of the intersection of Forest Grove Drive and Middle Road (see Aerial Map - Attachment B). The property is located in the C-3, General Business District (see Zoning Map - Attachment C). The proposed development is the first phase of a larger development which is an expansion of the TBK Sports Complex. The applicant's site development plan shows a three-story, multi-use, golf entertainment venue (shown as "Building A") and four multi-sport turf fields centered around a concession stand building (shown as "Building B") (see FG 80 Site Development Plan – Attachment D). The primary use of the golf entertainment venue is the three-story, lighted driving range containing a total of 58 tee lines. Accessory uses of the golf entertainment venue include a gaming arcade, restaurant, event space, and offices (see Room Use and Exiting Plans A010 – Attachment E). Both the golf entertainment

venue and the multi-sport fields fall under the Commercial Recreation (High Impact) zoning use definition.

**Staff Analysis**

Per City Code Title 11: Zoning Regulation § 15-12-D.(2.e) of the Zoning Code, the Board of Adjustment is delegated the power to waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or whenever such regulations would impose an unreasonable hardship upon granting an advantage or a convenience.

Both primary identified uses proposed for the development are defined as a Commercial Recreation (High Impact) use. The off-street parking schedule requires 1 space per 4 occupants in a Commercial Recreation (High Impact) use.

The applicant submitted the following calculations for parking: with a max of 6 playing fields, 12 teams can play at a time with 12 extra teams in waiting. Assuming 12 players per team = 288 players, assume 1.5 parking stalls per player = 432 stalls for ball fields. The golf complex has a capacity of 3000, assume 1 stall per 4.5 capacity = 667 stalls. The total number of stalls required for the two uses is 1099 ~ 1100. These assumptions fall in line with parking needs shown at the TBK Sports Complex (located west of Middle Road).

Reviewing the submitted parking calculations for the golf complex and the multi-sport fields, staff notes that it does not match code requirements. Applying this code specification would require at least an additional 87 parking stalls or 1187 total. Staff contends the currently adopted off-street parking code does not adequately contemplate the golf complex development due to the unique scale, mixture of uses, location, and overall configuration. The applicant noted that much analysis and work was done with assistance from the TBK staff to configure the number and location of the parking to best suit both the golf complex and multi-sport fields. The TBK Sports Complex located west of Middle Road has been operating without parking issues for many years, which gives credence to the applicant's calculations. It should also be noted that future commercial development is envisioned on the adjacent lots of the development. Parking on these lots will contain additional parking which can be used by visitors and customers of the proposed development.

Handicapped parking is shown on the current plan and meets requirements prescribed by code. A total of 23 accessible spaces plus van-accessible spaces are shown in the current configuration.

**Staff Recommendation**

Staff recommends granting an exception to the off-street parking requirements for a high impact commercial recreational use (golf venue and multi-sport field complex).

Respectfully submitted,

Taylor Beswick
City Planner

September 15, 2022

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 proposed Lots 2 and 3, FG 80 Holdings Second Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-059)

Honorable Mayor and Members of the City Council:

On August 17, 2022, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plan.

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 22-059; Lot 5, FG 80 Holdings First Addition, submitted by Kevin Koellner/Focus Real Estate Development.

Beswick reviewed the staff report.

Wennlund asked if the pedestrian overpass over Middle Road is still being planned. Morlok confirmed this, adding that the city has applied for grant monies for that purpose. Kappeler asked if the bridge would still be built if the grant funding is not received. Morlok confirmed this, adding that the city is committed per the development agreement to do so.

Kappeler asked how many parking spaces would be required per the code without a exception. Beswick explained that staff would have to make some assumptions and interpretations regarding the uses because this type of mixed used development is not adequately contemplated by the ordinance. He added that the off-street parking schedule has many different methodologies for determining required parking spaces including square footage and type of occupancy. He commented that the developer used the historical data that is available from the TBK Sports Complex and applied it to the proposed development.

Reiter reiterated that the city is obligated to the pedestrian bridge, adding that trails will be installed as a part of the Forest Grove Drive reconstruction project. He commented that even when multiple sports events occur at the same time at the TBK Sports Complex the available parking spaces there are not ever completely taken because typically not all of the visitors are there at the same time. He added that if a traditional parking model were used for the proposed development, there would likely be a large number of unused spots. Gannaway commented that the spaces shown on the current site plan will not be the only parking lots available because more will be added once the development is fully built out. Morlok stated that the parking lots will have cross parking easements across the development. Wennlund commented that it looks as though there are areas available for additional parking should the need arise.

Kappeler asked if the fields can be reconfigured to accommodate a larger number of younger children. Morlok confirmed this, adding that it is likely that families will have more than one child who will be playing baseball and that they may have games at one or both venues at the same time.

Wennlund asked what the hours of operation would be for the golf venue. Kevin Koellner, the applicant, stated that the golf venue would be open until 1:00 a.m. only on the weekends.

A brief discussion was held regarding what type and caliper of trees would be planted.

> On motion by Ormsby, seconded by Gannaway, that a site development plan for Lot 5, FG 80 Holdings First Addition be approved subject to staff recommendations and the condition that special use permits for the commercial recreation high impact uses and an exception to the off-street parking requirements be approved by the Board of Adjustment.

Wennlund commented that he believes that the proposed development will be a nice complement to the existing activity and attractions in that area.

ROLL CALL ON MOTION

ALL AYES

Motion carried.

**COUNCIL LETTER**

**MEETING DATE:** October 3/4, 2022

**REQUESTED BY:** Mark Hunt

**ITEM TITLE:** Resolution approving the preliminary plat of Legacy Corners, submitted by Rob Fick/Middle Road Developers, LC. (Case 22-070)

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

Rob Fick/Middle Road Developers, LC, is proposing a 4-lot subdivision named Legacy Corners located on undeveloped land northwest of the intersection of Middle Road and 53rd Avenue (see Location Map – Attachment A and Attachment B - Legacy Corners Preliminary Plat). The parcel is zoned C-2, Community Commercial zoning district and is bordered by single-family residentially-zoned development to the north and west and undeveloped commercially-zoned tracts to the south and east (see Zoning Map – Attachment C). The Future Land Use Map contemplates the tract of land on each corner of the Middle Road/53rd Avenue roundabout as Neighborhood Commercial (NC) (see Future Land Use Map – Attachment D). This area has consistently been contemplated on the City's Future Land Use map as commercial since at least 1984 (see Historical Future Land Use – Attachment E). The proposed subdivision aligns with Goal A: Develop New Land and Streets and Goal C: Attract and Retain Business and Industry in the Comprehensive Plan.

The applicant's recently requested special use permits to allow unlimited gas sales and a car wash associated with a convenience store in the C-2 district (Case No. 22-067 and Case No. 22-066) were approved by the Board of Adjustment as specified on the concept plan (see Concept Plan – Attachment F).

The plat proposes a total of four lots: three developable commercial lots and one outlot. Lots 1 and 2 are under 2 acres in size and are configured for near-future development. Lot 3 is 8.9 acres in size and is likely reserved for future development and subdivision. The commercially-zoned area is buffered from the surrounding residential development by an 8 to 10-foot earthen berm. The developer has indicated that at such time as adjacent development occurs, plantings will be installed in accordance with the city's landscape requirements.

The Planning and Zoning Commission made a recommendation for approval of the preliminary plat request by a 5-0 margin at the September 21, 2022 meeting.

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

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

N/A

**List Attachments:**

Resolution; (A) Location Map; (B) Legacy Corners Preliminary Plat; (C) Zoning Map; (D) Future Land Use Map; (E) Historical Future Land Use; (F) Concept 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. _____ - 22**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF LEGACY CORNERS**

WHEREAS, Rob Fick/Middle Road Developers, LC has submitted the preliminary plat o of Legacy Corners, and

WHEREAS, the Planning and Zoning Commission has reviewed said preliminary plat and recommended approval of it, and

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

WHEREAS, approval of the preliminary plat does not waive any other state, federal, or local government provisions as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the preliminary plat of Legacy Corners subject to the following condition:

1. Provide an adequate pedestrian facility network and access along private drives where appropriate. Final location to be approved by City Engineer.

PASSED, APPROVED, AND ADOPTED this 4th day of October, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

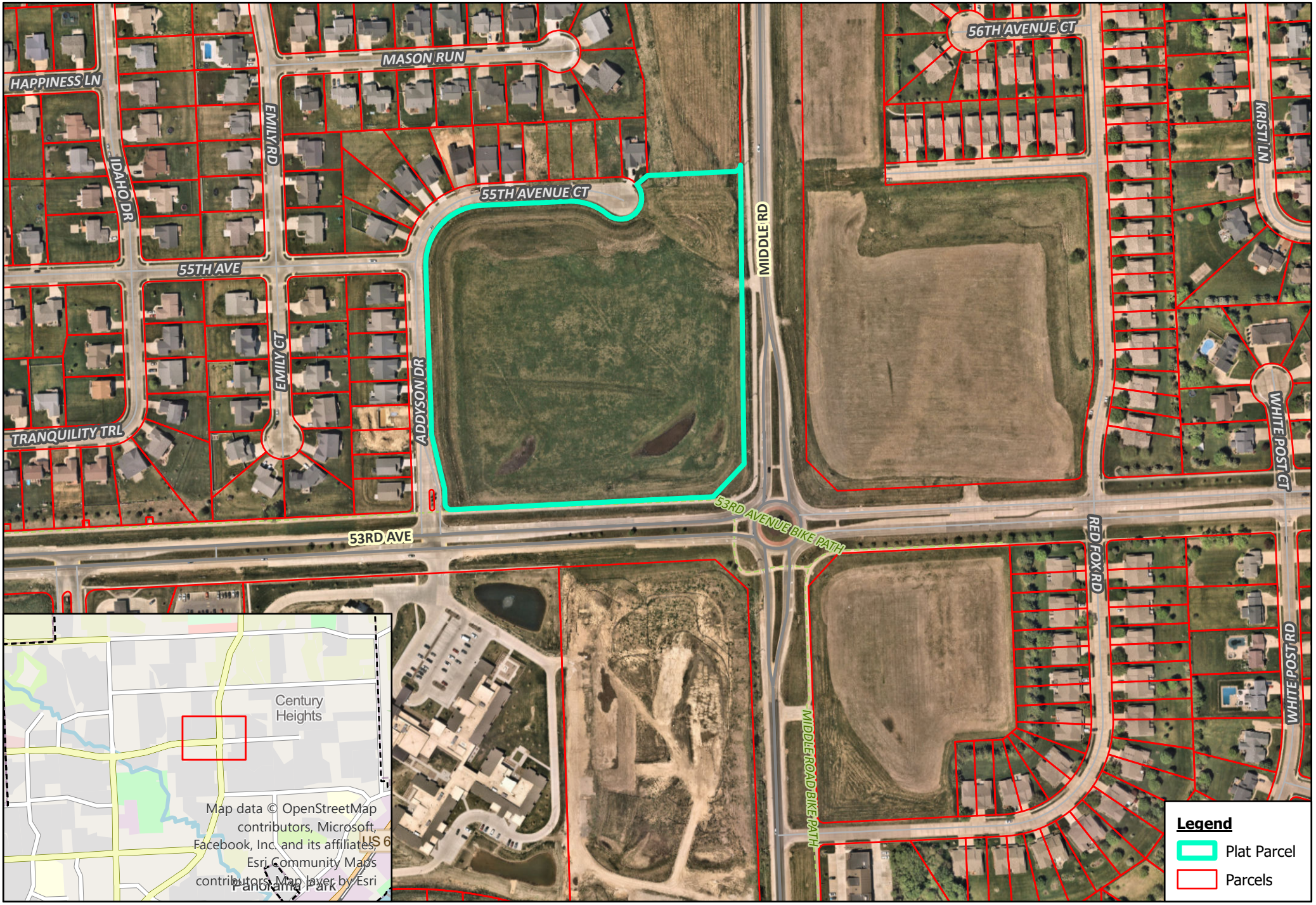
# Case 22-070: Legacy Corners Preliminary Plat Location Map

ATTACHMENT A

1 Inch = 292 Feet

0 115 230 460 690 Feet

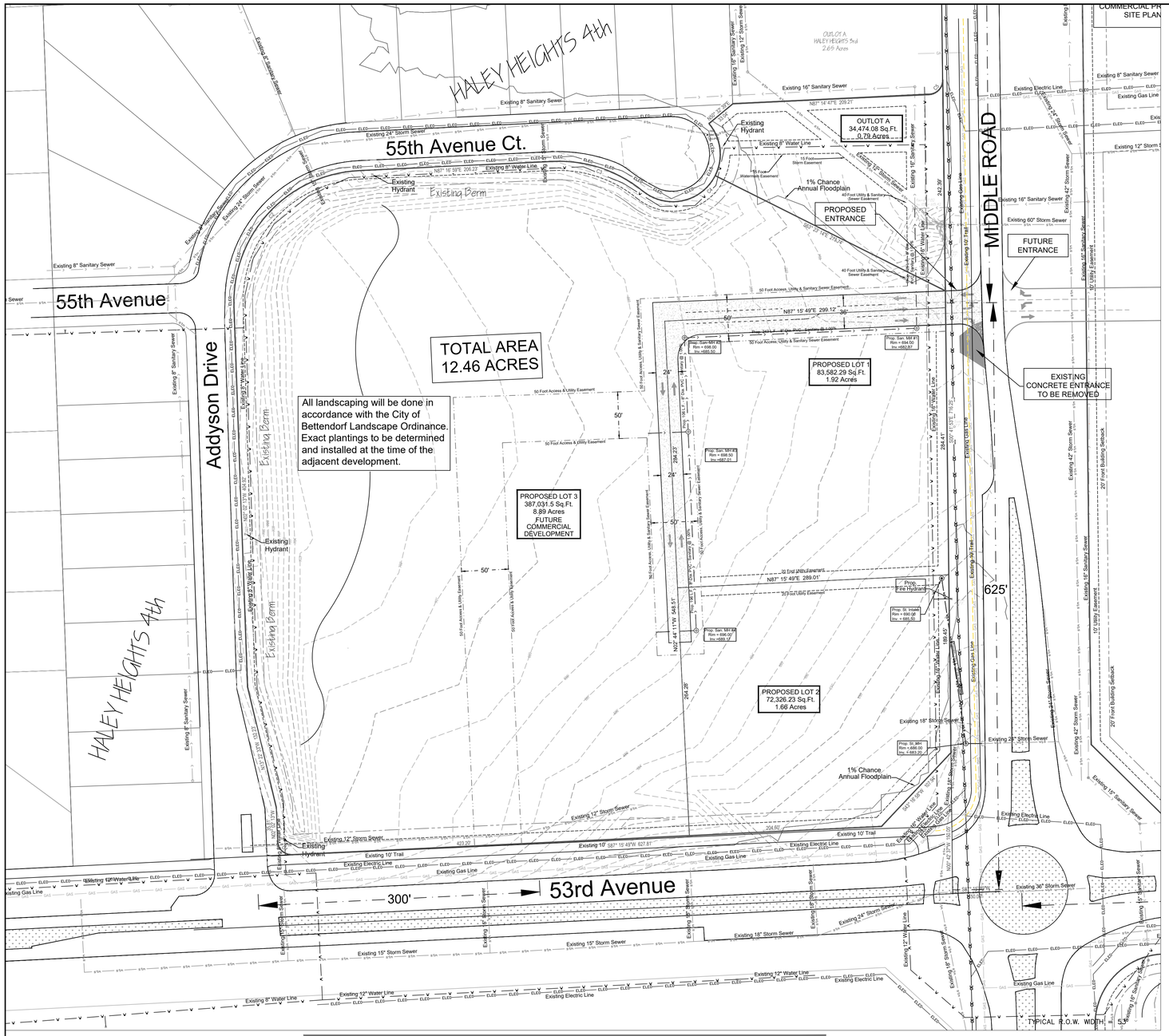
N



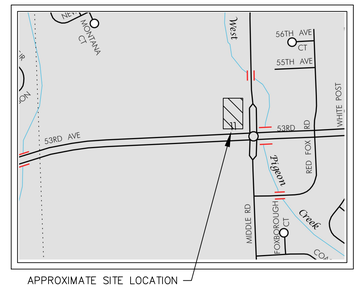
# PRELIMINARY PLAT
# LEGACY CORNERS

ATTACHMENT B

BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA




## SITE LOCATION MAP




APPROXIMATE SITE LOCATION

GRAPHIC SCALE

60 0 30 60

( IN FEET )

1" = 60' (24x36)

## PLAT INFORMATION

1. Owner:
   Middle Road Developers LC
   3211 E. 35th Street Ct.
   Davenport, Iowa 52807
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:
   Mike Gorsline
   Vollertsen, Britt & Gorsline, PC
   5119 Utica Ridge Road
   Davenport, Iowa 52807
   Ph: (563) 324-0441

AREA OF SUBDIVISION:

| | |
|---|---|
| GROSS AREA: | 12.464 |
| ROW: | 0.00 |
| LOTS 1–3: | 12.464 |

| CURRENT ZONING - C-2 | | |
|---|---|---|
| Front | Rear | Side |
| 25' | 25' | Min/5' w/Total Of 10' |

Curve Table

| Curve # | Length (ft) | Radius (ft) | Delta | Chord Length (ft) | Chord Direction |
|---|---|---|---|---|---|
| C1 | 23.75' | 15.00' | 090°41'58" | 21.34' | S47° 23' 12"E |
| C2 | 218.25' | 140.00' | 089°19'12" | 196.81' | S42° 37' 23"W |
| C3 | 103.19' | 141.10' | 041°54'13" | 100.91' | N71° 45' 56"W |
| C4 | 149.83' | 50.50' | 169°59'51" | 100.62' | N44° 23' 43"E |
| C5 | 22.75' | 15.00' | 086°53'29" | 20.63' | N43° 16' 27"E |

## 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.

PORTIONS 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 #19163C0378GF, EFFECTIVE DATE MARCH 23, 2021.

ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

EACH LOT WILL BE REQUIRED TO HAVE ON SITE STORM WATER QUALITY TREATMENT ALONG WITH ON SITE STORM WATER DETENTION IN ACCORDANCE WITH THE CITY OF BETTENDORF STORM WATER ORDINANCE.

THE DRIVEWAYS SHOWN ON THE PRELIMINARY PLAT WILL BE CONSTRUCTED BY THE DEVELOPER AND EACH LOT OWNER WILL OWN AND MAINTAIN THE PORTION OF THE DRIVEWAY ON THEIR LOT UNLESS A HOMEOWNER'S ASSOCIATION IS ESTABLISHED TO MAINTAIN THE DRIVE AND IT IS AGREED TO BY ALL LOT OWNERS.

DRIVEWAY GRADES WILL BE SET AFTER THE COMPLETION OF TWO SITE DEVELOPMENT PLANS TO ENSURE COMPATIBILITY. ALL LOTS HAVE EXISTING UTILITIES AVAILABLE AT THE LOT LINES WITH THE EXCEPTION OF SANITARY SEWER FOR LOT NO.2.

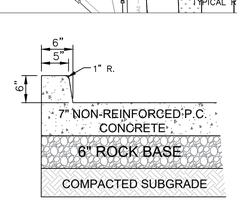
## BOUNDARY LEGEND:

DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND
#5 REBAR, UNLESS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE =
ROAD CENTER LINE =
EASEMENT LINE =
SETBACK LINE=
SECTION LINE=

EASEMENT
SETBACK LINE
CENTERLINE
PROPERTY BOUNDARY
EXISTING FENCE
EXISTING SANITARY
PROPOSED SANITARY
EXISTING STORM SEWER
PROPOSED STORM SEWER
EXISTING WATER
PROPOSED WATER
EXISTING GAS LINE
EXISTING ELECTRIC

EXISTING GAS VALVE
EXISTING WATER VALVE
EXISTING UTILITY POLE
EXISTING LIGHT POLE
EXISTING TREE
EXISTING BUSH
EXISTING MANHOLE
EXISTING FIRE HYDRANT
FOUND PROPERTY PIN
CONTROL POINT

EXISTING CONTOUR LINE
PROPOSED CONTOUR LINE
SPOT ELEVATION TOP OF CURB
SPOT ELEVATION FL @ GUTTER
SPOT ELEVATION SIDEWALK
FINISHED FLOOR ELEVATION




TYPICAL PCC PAVING DETAIL
NOT TO SCALE

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

MICHAEL D. RICHMOND — Date
Iowa License Number: 23503
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

LICENSED LAND SURVEYOR — MICAHEL D. RICHMOND 23503 — IOWA


TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803


DATE: 09/13/2022 TE PROJECT NO: 00000.00

DRAWN BY: MDR

CHECKED BY: MDR

DRAWING LOCATION
S:\MelFoster\Roundabout\MelFoster Roundabout-Preliminary Plat 8-30-22.DWG

| NO. | REVISIONS: DESCRIPTION | DATE |
|---|---|---|
| 1. | Changes per City of Bett. comments 9-8-22 | 9-13-22 |
| 2. | Changed 53rd "Street" to "Avenue" | 9-21-22 |
| 3. | Added Landscaping note. | 9-28-22 |

PROJECT
PRELIMINARY PLAT
LEGACY CORNERS
PARCEL ID: 841119007
BETTENDORF, IOWA

DEVELOPER
MIDDLE ROAD DEVELOPERS LC
3211 E. 35TH STREET COURT
DAVENPORT, IOWA 52807

SHEET NO.
C1

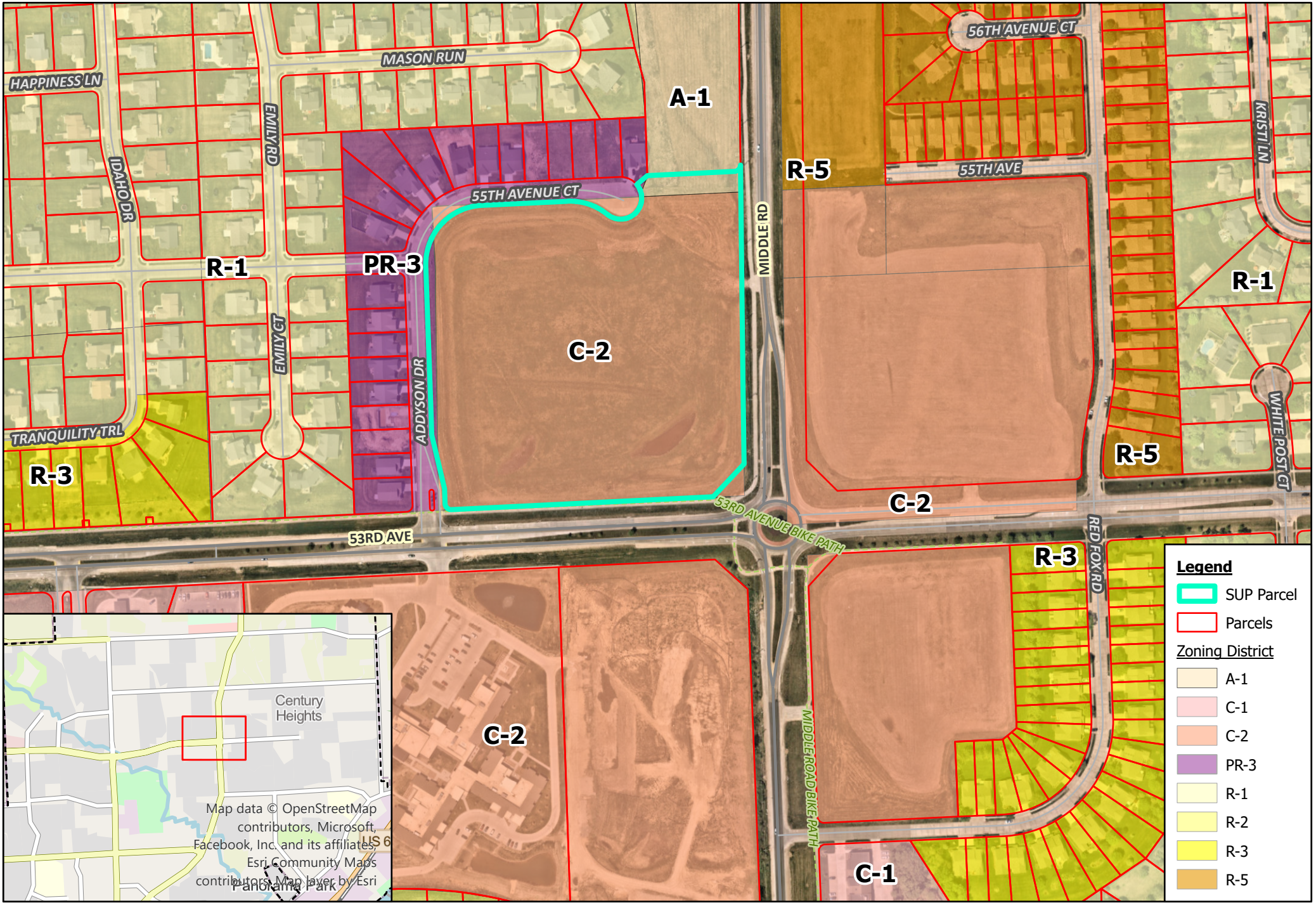
# Case 22-070: Legacy Corners
# Preliminary Plat
# Zoning

ATTACHMENT C

1 Inch = 292 Feet

0 115 230 460 690 Feet

N



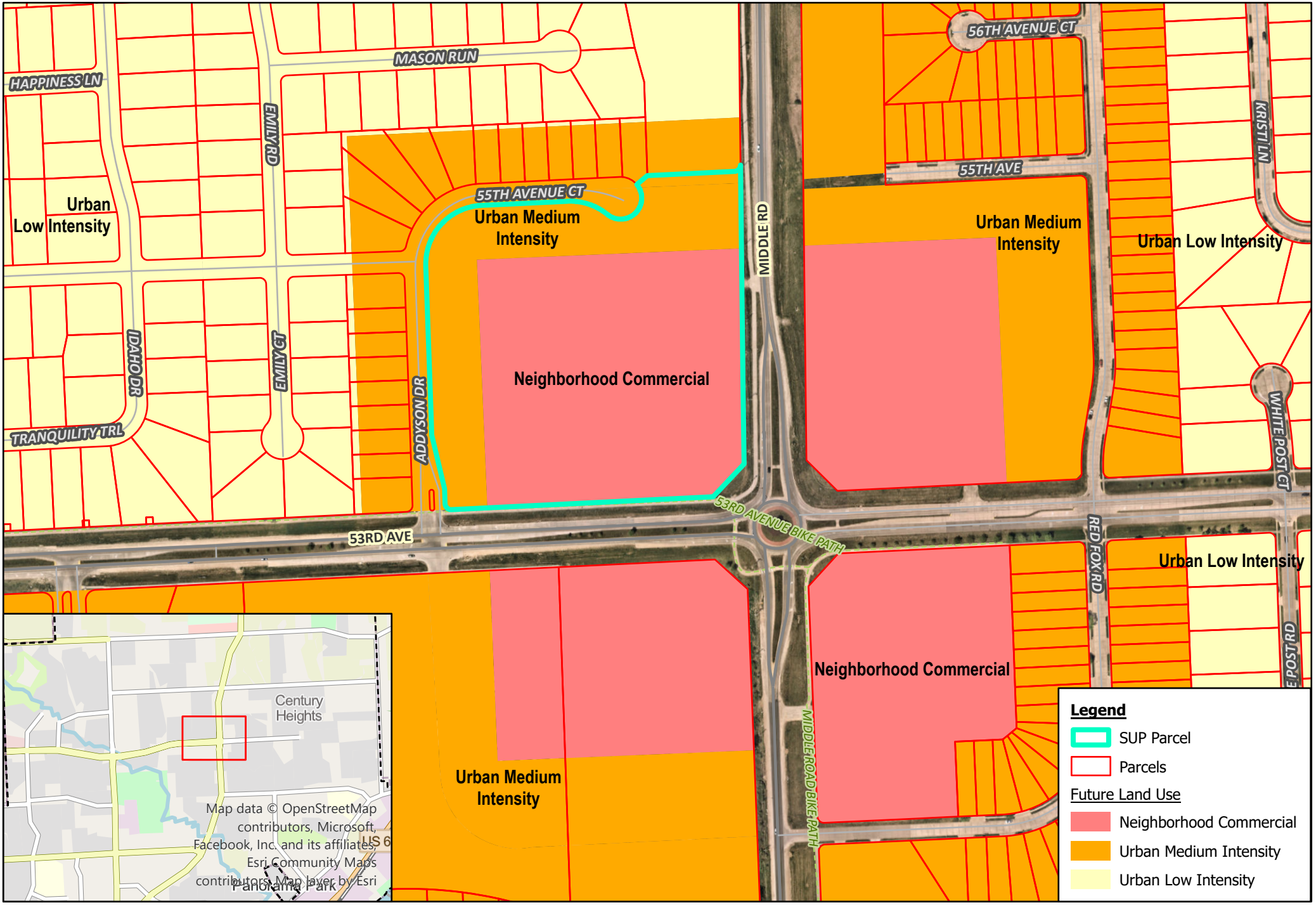
# Case 22-070
# Preliminary Plat
# Future Land Use

ATTACHMENT D

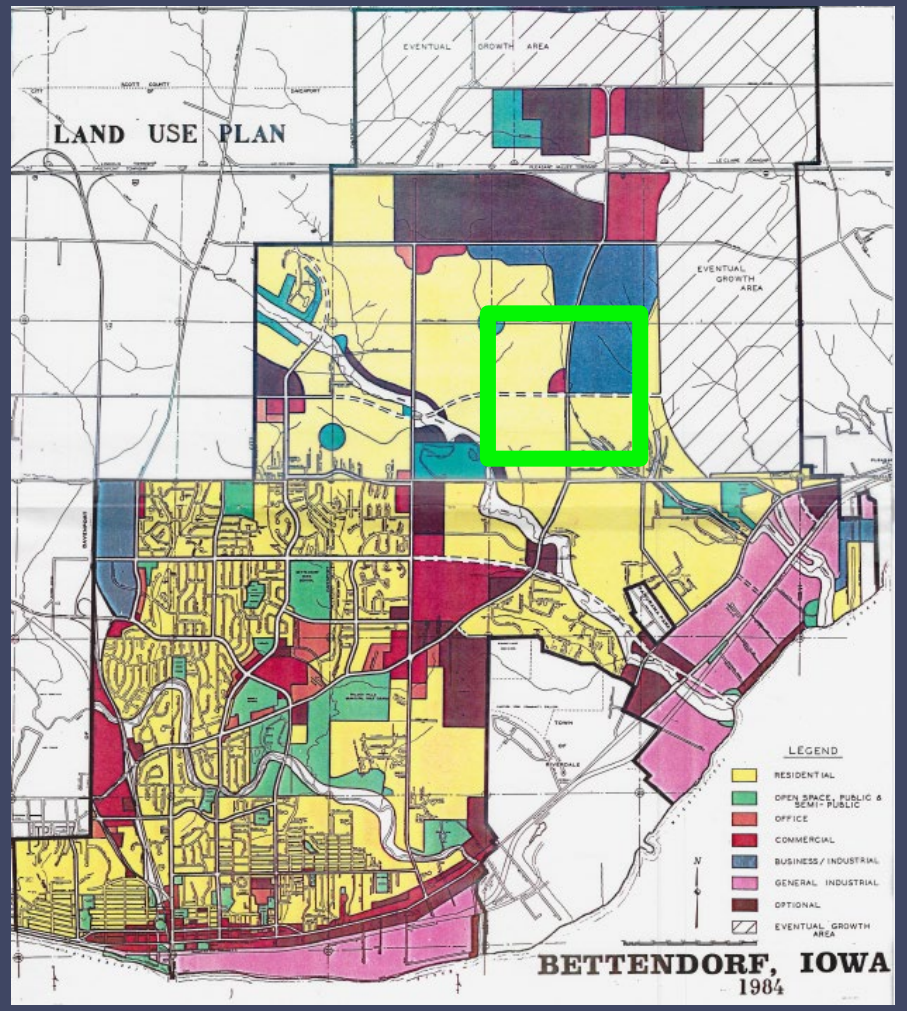
1 Inch = 292 Feet

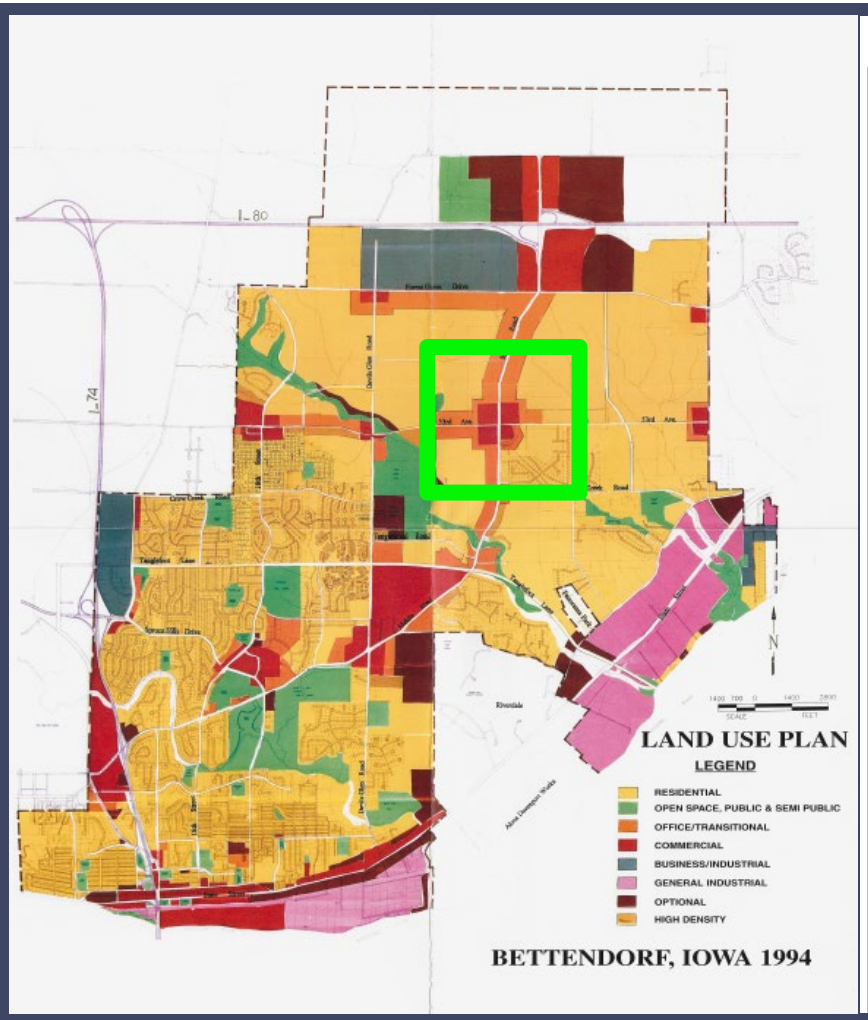
0 115 230 460 690 Feet

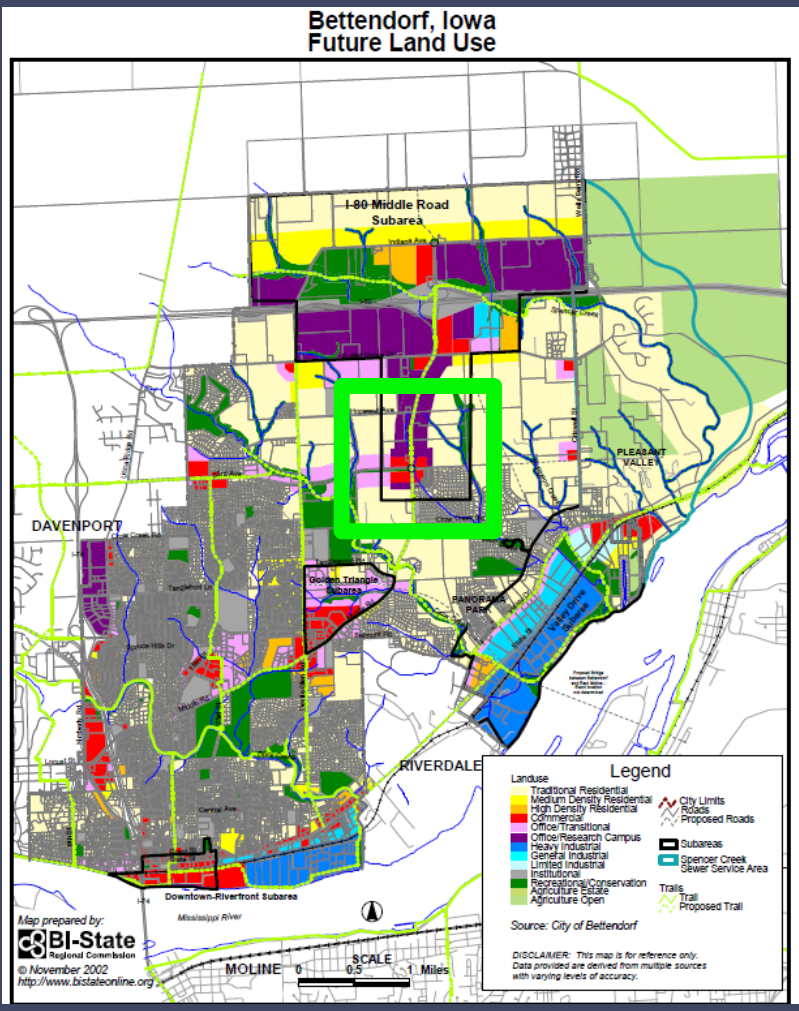
N



# Attachment E - 22-070 Historical Future Land Use Designations




**1984 - FUTURE LAND USE**
- C, Commercial District

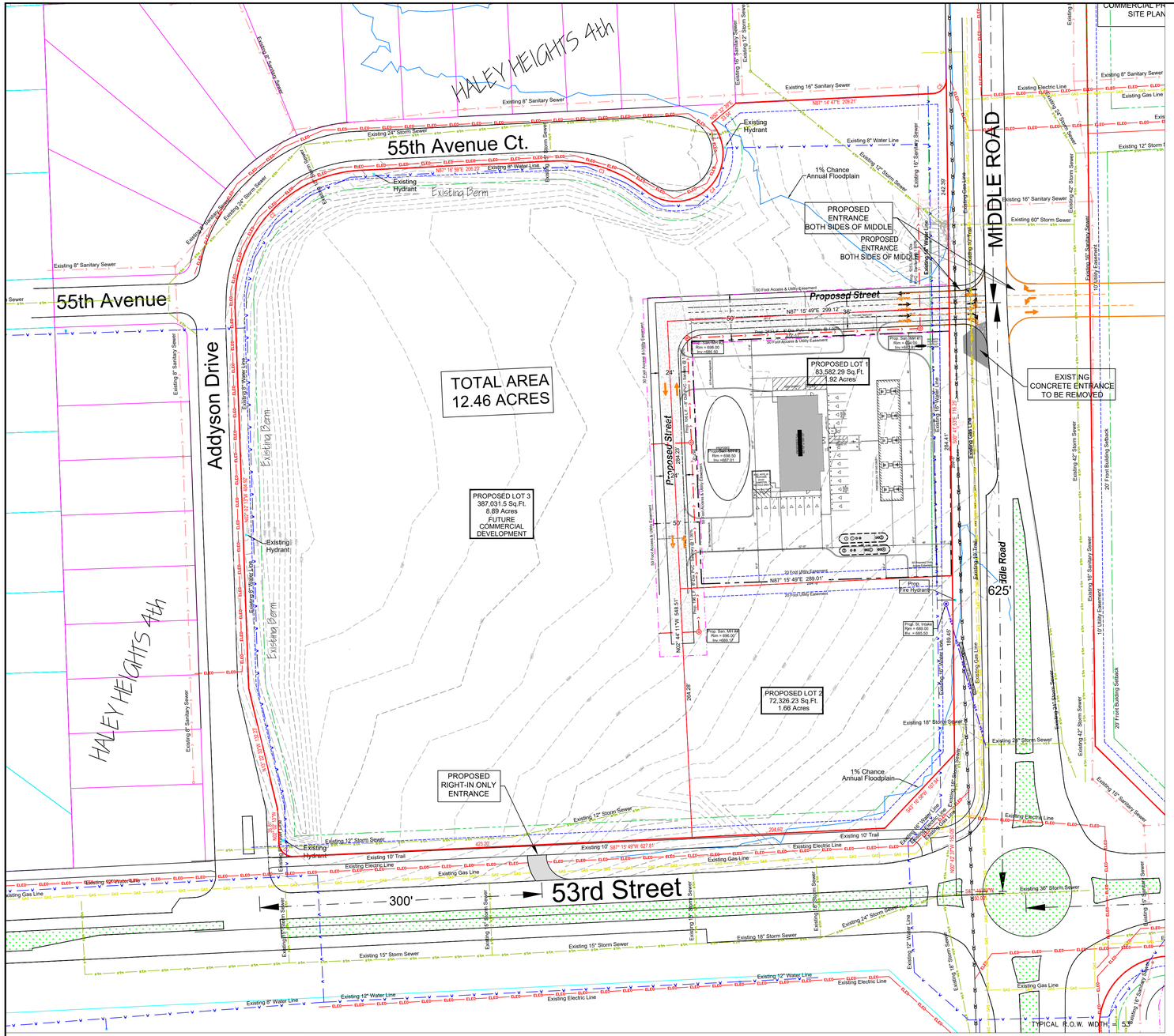
**1994 - FUTURE LAND USE**
- C, Commercial District

**2003 - FUTURE LAND USE**
- C, Commercial District

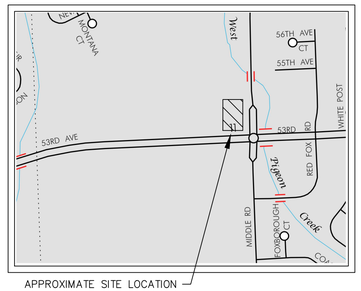
# Lot 1 - Concept Plan
# LEGACY CORNERS

ATTACHMENT F

BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M., CITY OF BETTENDORF, SCOTT COUNTY, IOWA




## SITE LOCATION MAP




APPROXIMATE SITE LOCATION

GRAPHIC SCALE
60 0 30 60
( IN FEET )
1" = 60' (24x36)

N
W E
S

## PLAT INFORMATION

1. Owner:
   Middle Road Developers LC
   3211 E. 35th Street Ct.
   Davenport, Iowa 52807
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:
   Mike Gorsline
   Vollertsen, Britt & Gorsline, PC
   5119 Utica Ridge Road
   Davenport, Iowa 52807
   Ph: (563) 324-0441

AREA OF SUBDIVISION:

| | |
|---|---|
| GROSS AREA: | 12.464 |
| ROW: | 0.00 |
| LOTS 1–3: | 12.464 |

| CURRENT ZONING - C-2 | | |
|---|---|---|
| Front | Rear | Side |
| 25' | 25' | Min/5' w/Total Of 10' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length (ft) | Radius (ft) | Delta | Chord Length (ft) | Chord Direction |
| C1 | 23.75' | 15.00' | 090°41'58" | 21.34' | S47° 23' 12"E |
| C2 | 218.25' | 140.00' | 089°19'12" | 196.81' | S42° 37' 23"W |
| C3 | 103.19' | 141.10' | 041°54'13" | 100.91' | N71° 45' 56"W |
| C4 | 149.83' | 50.50' | 169°59'51" | 100.62' | N44° 23' 43"E |
| C5 | 22.75' | 15.00' | 086°53'29" | 20.63' | N43° 16' 27"E |

## 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.

PORTIONS 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 #19163C0378GF, EFFECTIVE DATE MARCH 23, 2021.

ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

EACH LOT WILL BE REQUIRED TO HAVE ON SITE STORM WATER QUALITY TREATMENT ALONG WITH ON SITE STORM WATER DETENTION IN ACCORDANCE WITH THE CITY OF BETTENDORF STORM WATER ORDINANCE.

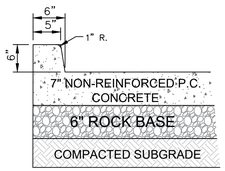
THE DRIVEWAYS SHOWN ON THE PRELIMINARY PLAT WILL BE CONSTRUCTED BY THE DEVELOPER AND EACH LOT OWNER WILL OWN AND MAINTAIN THE PORTION OF THE DRIVEWAY ON THEIR LOT UNLESS A HOMEOWNER'S ASSOCIATION IS ESTABLISHED TO MAINTAIN THE DRIVE AND IT IS AGREED TO BY ALL LOT OWNERS.

DRIVEWAY GRADES WILL BE SET AFTER THE COMPLETION OF TWO SITE DEVELOPMENT PLANS TO ENSURE COMPATIBILITY. ALL LOTS HAVE EXISTING UTILITIES AVAILABLE AT THE LOT LINES WITH THE EXCEPTION OF SANITARY SEWER FOR LOT NO.2.

## BOUNDARY LEGEND:

DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND
#5 REBAR, UNLESS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE =
ROAD CENTER LINE =
EASEMENT LINE =
SETBACK LINE=
SECTION LINE=

| | | |
|---|---|---|
| EASEMENT | EXISTING GAS VALVE | EXISTING CONTOUR LINE |
| SETBACK LINE | EXISTING WATER VALVE | PROPOSED CONTOUR LINE |
| CENTERLINE | EXISTING UTILITY POLE | |
| PROPERTY BOUNDARY | EXISTING LIGHT POLE | 715.00 TC — SPOT ELEVATION TOP OF CURB |
| EXISTING FENCE | EXISTING TREE | 715.00 FL — SPOT ELEVATION FL @ GUTTER |
| EXISTING SANITARY | EXISTING BUSH | 715.00 TW — SPOT ELEVATION SIDEWALK |
| PROPOSED SANITARY | EXISTING MANHOLE | 715.00 FF — FINISHED FLOOR ELEVATION |
| EXISTING STORM SEWER | EXISTING FIRE HYDRANT | |
| PROPOSED STORM SEWER | FOUND PROPERTY PIN | |
| EXISTING WATER | CONTROL POINT | |
| PROPOSED WATER | | |
| EXISTING GAS LINE | | |
| EXISTING ELECTRIC | | |




TYPICAL PCC PAVING DETAIL
NOT TO SCALE


TOWNSEND ENGINEERING
CIVIL ○ STRUCTURAL ○ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803


DATE: 08/31/2022 TE PROJECT NO: 00000.00

DRAWN BY: MDR

CHECKED BY: MDR

DRAWING LOCATION
S:\MelFoster\Roundabout\MelFoster Roundabout–Preliminary Plat 8–30–22.DWG

| REVISIONS: | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| | | |
| | | |

PROJECT
Lot 1 – Concept Plan
LEGACY CORNERS
PARCEL ID: 841119007
BETTENDORF, IOWA

DEVELOPER
MIDDLE ROAD DEVELOPERS LC
3211 E. 35TH STREET COURT
DAVENPORT, IOWA 52807

SHEET NO.
C1

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

September 21, 2022 Planning & Zoning Commission Meeting

Staff Report

**Case No. 22-070**
**Application:** Legacy Corners – Preliminary Plat
**Location:** Northwest corner of Middle Road and 53rd Avenue
**Legal Description:** Part of the SE¼NW¼ of Section 11 in Township 78N (Parcel #: 841119007)
**Applicant:** Rob Fick/Middle Road Developers, LC
**Zoning Designation:** C-2, Community Commercial District
**Future Land Use:** NC, Neighborhood Commercial

**Background Information and Facts**

Rob Fick/Middle Road Developers, LC, is proposing a 4-lot subdivision named Legacy Corners located on undeveloped land northwest of the intersection of Middle Road and 53rd Avenue (see Location Map – Attachment A and Attachment B - Legacy Corners Preliminary Plat). The parcel is located in the C-2, Community Commercial zoning district and bordered by single-family residentially- zoned development to the north and west and undeveloped commercially-zoned tracts to the south and east (see Zoning Map – Attachment C). The Future Land Use Map contemplates the tract of land on each corner of the Middle Road/53rd Avenue roundabout as Neighborhood Commercial (NC) (see Future Land Use Map – Attachment D). This area has consistently been contemplated on the City's Future Land Use map since at least 1984.

The applicant recently requested special use permits to allow unlimited gas sales associated with a convenience store in the C-2 district (Case No. 22-067) and to allow a car wash associated with a convenience store in the C-2 district (Case No. 22-066). The Board of Adjustment approved both requests, as specified in the submitted concept plan, which shows one car wash and gas pumps able to fuel up to 20 vehicles (see Concept Plan – Attachment E).

**Future Land Use and Comprehensive Plan**

The Future Land Use Map contemplates each tract of land on the corners of the Middle Road/53rd Avenue roundabout as Neighborhood Commercial (NC). This area has consistently been contemplated on the City's Future Land Use map going back to at least 1984 (see Historical Future Land Use – Attachment F). The proposed subdivision aligns with Goal A: Develop New Land and Streets and Goal C: Attract and Retain Business and Industry in the Comprehensive Plan.

**Lot Configuration and Zoning Compliance**

The plat proposes a total of four lots: three developable commercial lots and one outlot. Lots 1 and 2 are under 2 acres in size and are configured for near-future development. Lot 3 is 8.9 acres in size, and is likely reserved for future development and subdivision. The commercially-zoned area is buffered by an 8-10 foot earthen berm from the surrounding residential development. This is proposed to remain with the submitted plat.

**Thoroughfare Plan & Access**

The preliminary plat proposes a private drive lane providing access to all lots via a curb cut on Middle Road. The connection with Middle Road is 625 feet north of the Middle Road and 53rd Avenue roundabout. The private drive land shows one entrance lane and two exit lanes, a left- and right-turn out. Lot 3 contains a 50-foot access easement which will connect to 53rd Avenue. The private drive at this location is not proposed to be constructed as part of this plat but is instead reserved for future development and subdivision. Staff contends there is adequate access shown via Middle Road and at a future time, 53rd Avenue. Given the access shown, staff would recommend restricting any access to Addyson Drive and 55th Avenue Court, which serve residential areas.

**Pedestrian and Trail Access**

A multi-use recreation trail currently exists along 53rd Avenue and Middle Road. This will remain, and appropriate signage will be installed at the crossing of the private drive's connection with Middle Road. Internal sidewalks are not shown along the proposed private drive lane. Staff would recommend the inclusion of pedestrian facilities for future commercial development on Lots 1-3.

**Utilities**

The site has access to City sanitary sewer and Iowa-American water. Access to a 50-foot access, utility, and sanitary sewer easement is shown for Lots 1-3.

**Storm Water Detention**

Storm water detention is not shown in the proposed plat, but appropriate facilities will be required for each corresponding development and reviewed at the site development plan review stage.

**Floodplain**

Outlot A contains 100-year floodplain and regional storm water detention facilities. This outlot cannot be developed.

**Staff Recommendation**

Staff recommends approval of the preliminary plat of Legacy Corners with the following conditions:

1. No access to Addyson Drive or 55th Avenue Court shall be provided.
2. Include sidewalks along the private drive lanes.

Respectfully submitted,

Taylor Beswick
City Planner

September 15, 2022

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

SUBJECT: Planning and Zoning Commission's decision on the preliminary plat of Legacy Corners, submitted by Rob Fick/Middle Road Developers, LC. (Case 22-070)

Honorable Mayor and Members of the City Council:

On September 21, 2022, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named preliminary plat.

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 22-070; Legacy Corners, submitted by Rob Fick/Middle Road Developers, LC.

Beswick reviewed the staff report. Hunt commented that the analysis for this case is based on the legal subdivision of the land only.

A discussion was held regarding whether or not landscaping would be required on the existing berm that is located outside of the proposed development site. Hunt commented that there are other sites throughout the city where berms have been used successfully and that staff would consider them when making recommendations for landscaping for the overall site. He explained that the Landscape Handbook does not contemplate a situation where a site is being only partially developed as part of a larger overall subdivision, adding that he has the authority to require extraordinary measures if it makes sense for the overall development. Hunt stated that any such measures would be a part of the site development plan review. He explained that those types of requirements are not appropriate during the preliminary plat stage because the layout for the subdivision is as yet unknown.

Kappeler asked if future plans for the roundabout are currently in the Community Improvement Program (CIP). Morlok explained that reconstruction of the roundabout is not, adding that the city has applied for almost $2 million in grant funding for design work but that reconstruction of Middle Road from the south side of Forest Grove Drive to Crow Creek Road would cost approximately $20 million. He stated that the grant monies would be used to design the Middle Road corridor reconstruction project so that it is complete for such time as when other grant funds become available. He added that as a part of the traffic study that would be required for the corridor project, he would like to include the intersection of 53rd Avenue and Addyson Drive. He stated that the expansion of 53rd Avenue is in the 5-year CIP and that his vision would include another roundabout at Addyson Drive and 53rd Avenue because of the short distance to Middle Road.

Gannaway asked if the left-turning traffic from the proposed site on Middle Road would pose an obstruction. Morlok explained that it would not, adding that he had requested that the full access entrance be located as far north as possible and that it is almost 700 feet from the roundabout. He commented that the easement on 53rd Avenue was pushed as far west as possible while still maintaining a safe distance from Addyson Drive. Stoltenberg asked if the access from 53rd Avenue would be right-out only. Morlok explained that initially that had been his request because staff was considering whether or not to allow potential access on Addyson Drive. He stated that the 53rd Avenue access will become right-in/right-out, adding that no cuts would be allowed in the existing median at that location.

Dan Koury, 5056 – 55th Avenue, stated that he believes a berm like the one in the southeast corner of the roundabout with trees should be required. He requested that the public be educated about bike path safety in light of the proposed development. He commented that he does not believe that the proposed use is harmonious with the neighborhood which is one of the special use permit standards.

A brief discussion was held regarding the upcoming Comprehensive Plan update. Wennlund commented that public input would be sought during this process and that part of the discussion would include types of allowable uses in different zoning districts.

Karen Adams, address not given, expressed concern about the noise that will be generated by the development and asked if there are any plans for the northeast corner of the roundabout. Wennlund stated that there are no plans as of yet.

Gail Krapp, 5523 Emily Road, expressed concern that there is only one entrance shown, the traffic that will result from the development, and the fact that the berm does not extend far enough to buffer the cul-de-sac at the end of 55th Avenue Court. She suggested that a fence and trees be required to provide a buffer for the gas station. Morlok explained that the berm does not extend around the cul-de-sac because fill is not allowed in the flood plain east of there. He added that there are 3 entrances into the gas station including public and private

drives and that the internal circulation will be adequate. Morlok stated that Middle Road is an arterial street meant to carry the most traffic.

> On motion by Stoltenberg, seconded by Gannaway, that the preliminary plat of Legacy Corners be approved subject to staff recommendations.

ALL AYES

Motion carried.

Bettendorf IOWA
*a premier city*

# COUNCIL LETTER

**MEETING DATE: October 4th, 2022**
**REQUESTED BY: Kathleen Richlen**

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

Resolution approving the Civil Service List submitted for the Building Maintenance position in the Public Works Department

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

Due to a promotion, the Building Maintenance position is currently vacant. There currently is no valid civil service list, so staff started the recruitment process.

Through the recruitment process, staff received nineteen (19) applicants.

Through the Civil Service process of testing and interviews, the Civil Service Commissioners approved a list of three (3) applicants.

The Civil Service List will be valid for one (1) year.

The Building Maintenance position is a full time, union position with a salary range of $53,092.00 to $77,644.53 annually.

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

Not applicable.

**List Attachments:**

Resolution
Civil Service List

**RESOLUTION - 22**

**RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE BUILDING MAINTENANCE WORKER IN THE PUBLIC WORKS DEPARTMENT**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on September 20th, 2022 for the Building Maintenance Worker position is hereby approved.

PASSED, APPROVED and ADOPTED this 4th of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf IOWA
a premier city
1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

September 20, 2022

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Building Maintenance Technician – Public Works.

1. Bradley Linville
2. Ron Hoffman
3. Samuel Perez

This certified list will expire September 19, 2023.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner

Bettendorf IOWA
*a premier city*

# COUNCIL LETTER

**MEETING DATE: October 4th, 2022**
**REQUESTED BY: Kathleen Richlen**

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

Resolution approving the Civil Service List submitted for the GIS Specialist position in the Public Works Department

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

Through the 22-23 Budget Session, a GIS Specialist position was approved to be added.

Staff created the job description and through the recruitment process, staff received twelve (12) applicants.

Through the Civil Service process, the Civil Service Commissioners approved a list of three (3) applicants.

The Civil Service List will be valid for one (1) year.

The GIS Specialist position is a full time, non-union position with a salary range of $58,558.00 to $85,260.00 annually.

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

Budget contemplates the position.

**List Attachments:**

Resolution
Civil Service List

**RESOLUTION - 22**

**RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED FOR THE GIS POSITION IN THE PUBLIC WORKS DEPARTMENT**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Civil Service List approved on September 20th, 2022 for the GIS Specialist position is hereby approved.

PASSED, APPROVED and ADOPTED this 4th day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf IOWA
a premier city
1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

September 20, 2022

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of GIS Specialist – Public Works.

1. Nathaniel Johnson
2. John Lockenvitz
3. David Chester

This certified list will expire September 19, 2023.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner

Bettendorf IOWA
*a premier city*

# COUNCIL LETTER

**MEETING DATE: October 4th, 2022**
**REQUESTED BY: Kathleen Richlen**

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

Resolution approving the Civil Service List submitted for the Sanitation Worker position in the Public Works Department

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

Due to a lateral transfer, the Sanitation Worker position is currently vacant. There currently is no valid civil service list, so staff started the recruitment process.

Through the recruitment process, staff received twenty-one (21) applicants.

Through the Civil Service process of testing and interviews, the Civil Service Commissioners approved a list of one (1) applicant.

The Civil Service List will be valid for one (1) year.

The Sanitation Worker position is a full time, union position with a salary range of $44,819.22 to $65,549.74 annually.

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

Not applicable.

**List Attachments:**

Resolution
Civil Service List

**RESOLUTION - 22**

**RESOLUTION APPROVING THE CIVIL SERVICE LIST SUBMITTED 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 Civil Service List approved on September 20th, 2022 for the Sanitation Worker position is hereby approved.

PASSED, APPROVED and ADOPTED this 4th day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

September 20, 2022

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Sanitation Worker – Public Works.

1. Derek Green

This certified list will expire September 19, 2023.

Respectfully,

Ralph W. Heninger
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

Jean Z. Dickson
Civil Service Commissioner

Bettendorf IOWA
*a premier city*

# COUNCIL LETTER

**MEETING DATE: October 4th, 2022**
**REQUESTED BY: Kathleen Richlen**

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

Resolution approving the job description, pay range and recruitment process for the Development Manager position (Family Museum) for the Culture and Recreation Department

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

Due to the resignation of current Assistant Director for the Family Museum, this position is currently vacant. Staff reviewed the position and the needs of the Culture and Recreation Department and created the Development Manager position.

This job description was created to reflect the overall duties of the position. It will focus on fundraising, annual appeals, grant writing, and securing sponsorships and other sources of funding for the Family Museum and Parks and Recreation.

This is a Division Head position that will report directly to the Culture and Recreation Director. All applicants must meet the minimum qualifications of the job description in order to be considered a viable candidate.

This position is a 212 pay grade, which reflects a salary range of $68,854 to $110,587 annually.

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

Budget contemplates the position

**List Attachments:**

Resolution
Job Description

**RESOLUTION - 22**

**RESOLUTION APPROVING THE JOB DESCRIPTION, PAY RANGE AND RECRUITMENT PROCESS FOR THE DEVELOPMENT MANAGER POSITION (FAMILY MUSEUM) FOR THE CULTURE AND RECREATION DEPARTMENT**

WHERAS, current Assistant Director at the Family Museum is vacant due to a voluntary resignation; and,

WHEREAS, staff reviewed the needs of the operations and created the Development Manager position and job description that reflects the duties of the position; and,

WHEREAS, City Council wishes to approve the job description, pay range and recruitment process for the Development Manager position for the Culture and Recreation Department

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the job description, pay range and recruitment process for the Development Manager position is hereby approved.

PASSED, APPROVED and ADOPTED this 4th day of October, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

## JOB DESCRIPTION

| | |
|---|---|
| Title: | Culture & Recreation Development Manager- Family Museum |
| FLSA: | Exempt Full-Time |
| Grade: | 212 |
| Department: | Culture & Recreation-Family Museum |

## MUSEUM AND DEPARTMENTAL MISSION

To inspire, connect and strengthen our community by enriching the lives of our children today, and expanding their capacity to shape their future.

## GENERAL SUMMARY:

The Culture & Recreation Development Manager is a supervisory position reporting to the Director of Culture & Recreation, and is responsible for fundraising, annual appeals, grant writing, securing sponsorships and other sources of funding for the Family Museum and Parks & Recreation. This position oversees the Family Museum Foundation Board and attends meetings of the *Friends* of the Bettendorf Parks Foundation. The Culture & Recreation Development Manager also performs administrative duties relative to budgeting, enterprise/foundation accounting, operational management and facility rentals. This position will be required to write grants and/or obtain funding sources for the following: Family Museum programs, events and improvements, Frozen Landing, Palmer Hills Golf Course, recreational programs, playground equipment, and other projects within the department.

## SUPERVISORY SUMMARY

This position supervises Family Museum staff in absence or in accordance with the Director.

## AREAS OF ESSENTIAL DUTIES AND RESPONSIBILITIES

<u>Administration/Financial</u>

1. Serves as primary contact for the Family Museum when Director is unavailable.

2. Responsible for supporting the Director in the development of an annual comprehensive operating budget.

3. Projects an administrative approach that best represents the Family Museum's goals and objectives relative to being fiscally responsible.

4. Develops annual fundraising plan to effectively support and maximize earned and contributed income that support he Museum's Strategic Plan and the Culture & Recreation Department.

<u>Development</u>

1. Develops and implements a yearly fundraising event for the Family Museum.

2. Seeks and secures grants, sponsorships and other funding sources for the Family Museum and Parks & Recreation.

3. Develops and oversees fundraising aspects of Museum projects by working with the Director, Guest Experience/Exhibits Coordinator, Marketing Coordinator, and Dance Coordinator.

4. Keeps up to date fundraising and sponsorship guidelines and documentation for reporting and for City and Museum Foundation record keeping.

5. Responsible for generating $120,000-$150,000 annually in addition to any capital campaigns.

Personnel Management and Interpersonal Relationships

1. Provides direction and leadership to Family Museum staff when necessary.

2. Effectively supports the Director when necessary in directing and managing all Family Museum staff.

3. Establishes and maintains relationships between the Museum and local businesses, community partnerships, and cultural institutions.

4. Represents the Museum/Parks & Recreation through related community involvement that is beneficial to and supporting of the Museum's mission and vision.

Other Responsibilities

1. Serves on Museum/Parks & Recreation/City teams as assigned.

## MINIMUM QUALIFICATIONS

**Education:** A level of knowledge and understanding of non-profit business practices and fundraising normally acquired through completion of a Bachelor's Degree in Business, Non-Profit Leadership or a related field prior to the start of the position; master's degree preferred.

**Experience:** A minimum of five years of relevant experience in non- profit management or fundraising positions. Knowledge of informal/early childhood education is beneficial.

## KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

**Interpersonal Skills:** The job requires strong skills in order to communicate effectively with the public, including community members, local businesses, advisory groups, parents and families. Must have demonstrated supervisory and leadership experience, interpersonal skills with co-workers and the public.

**Analytical Ability**: Evidence of ability to set attainable and measurable goals and objectives, evaluation of outcomes, budget management, addressing community needs and supporting the mission and vision of the Family Museum and the City of Bettendorf. Effective multiple project/task management essential. Knowledge of QuickBooks for Non Profits preferred.

## WORK ENVIORNMENT

Work is conducted primarily in an office or public space environment and in the community. Ability to move up to 40 pounds including but not limited to tables, chairs, props and materials. Sitting, standing, stooping can be expected in this position.

## REPORTING RELATIONSHIPS:

A. Reports to: Director, Culture & Recreation

B. Supervises: Family Museum Staff in absence or accordance with the Director. May be asked to supervise others as needed at the discretion of the Director.

Annual Approval Review

Employee:_____

Department Head: _____

JD-Culture & Recreation Development Manager

Updated: 09/26/2022

*The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all job duties performed by the personnel so classified.*

**COUNCIL LETTER**

**MEETING DATE: October 4, 2022**
**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 GREATCOMMUNITY.**

**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 QC Mart (Grant St. location); Crow Valley Golf Club; Twin Span Brewing; and Madella Wine & Spirits (new distributing company that purchased Lot-A-Spirits) 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 requested and/or conducted.

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

**ATTACHMENTS:**

- **Resolution**

**RESOLUTION_____- 22**

**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:

QC Mart (Grant St. location); Crow Valley Golf Club; an extended outdoor service area for Twin Span Brewing; and a new license for Madella Wine & Spirits (new distributing company that purchased owner of Lot-A-Spirts).

**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 4th day of October, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | GENERAL FUND | 00100002330000 | | WAGEWORKS | 09/07/2022 | 2300141 | INV4171916 | 3,282.95 | Flex Claims |
| | | 00100002330000 | | WAGEWORKS | 09/13/2022 | 2300140 | INV4194836 | 5,390.56 | Flex Claims |
| | **GENERAL FUND - Summary** | | | | | | | **8,673.51** | |
| | LIABILITY CLEARING ACCT. | 81000002059900 | | CITY OF BETTENDORF | 09/23/2022 | 118341 | 20220923 | 13.29 | PAYROLL SUMMARY |
| | | 81000002051500 | | LEGALSHIELD | 09/23/2022 | 118347 | 20220923 | 85.73 | PAYROLL SUMMARY |
| | | 81000002052800 | | ICMA RETIREMENT TRUST - 457 | 09/09/2022 | 2300153 | 091522 | 10,530.19 | 457 loan payments payoff k.Richlen |
| | | 81000002051500 | | WASHINGTON NATIONAL LIFE INSURANCE | 09/23/2022 | 118352 | 20220923 | 61.10 | PAYROLL SUMMARY |
| | | 81000002052000 | | UNITED WAY OF THE QUAD CITIES AREA | 09/23/2022 | 2300157 | PR DATE 09/23 | 690.76 | 09/23/22 contributions |
| | | 81000002051500 | | AMERICAN FUNDS ROTH IRA WIRE | 09/09/2022 | 2300139 | 4115-9510-35319 | 25.00 | after tax roth ira contributions |
| | | 81000002051500 | | AMERICAN FUNDS ROTH IRA WIRE | 09/23/2022 | 2300170 | 3262-8213-14212 | 25.00 | after tax roth ira contributions |
| | | 81000002051000 | | IPERS COLLECTIONS | 09/23/2022 | 2300166 | 121013139A | 51,193.51 | city share ipers |
| | | 81000002050800 | | INTERNAL REVENUE SERVICE | 09/09/2022 | 2300133 | 92620872A | 66,897.44 | fica w/h tax |
| | | 81000002050600 | | TREASURER,STATE OF IOWA | 09/09/2022 | 2300134 | 0-001-732-232A | 1,000.00 | State w/h on behalf j green 457 withdrawls |
| | | 81000002050900 | | INTERNAL REVENUE SERVICE | 09/23/2022 | 2300163 | 91214659B | 25,275.58 | medicare w/h tax |
| | | 81000002052100 | | CITY OF BETTENDORF | 09/23/2022 | 118342 | 20220923 | 17,162.50 | PAYROLL SUMMARY |
| | | 81000002052300 | | PACIFIC LIFE INSURANCE COMPANY | 09/23/2022 | 118350 | 20220923 | 523.47 | PAYROLL SUMMARY |
| | | 81000002050900 | | INTERNAL REVENUE SERVICE | 09/09/2022 | 2300133 | 92620872B | 24,359.18 | medicare w/h tax |
| | | 81000002052300 | | GREAT AMERICAN PLAN ADMINISTRATORS | 09/09/2022 | 2300131 | PR DATE 09/09 | 582.54 | 09/09 Contributions |
| | | 81000002051900 | | COLLECTION SERVICES CENTER | 09/23/2022 | 2300168 | 2194288 | 1,807.95 | child/spouse support |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 81000002050500 | | INTERNAL REVENUE SERVICE | 09/09/2022 | 2300133 | 92620872 | 74,245.56 | federal w/h |
| | | 81000002051100 | | MUNICIPAL FIRE & POLICE | 09/09/2022 | 2300129 | 09/09 PAY DATE | 15,053.53 | employee share police pension |
| | | 81000002050700 | | ILLINOIS DEPARTMENT OF REVENUE | 09/23/2022 | 2300165 | 1-398-724-176 | 2,789.92 | illinois state w/h tax |
| | | 81000002052300 | | WELLS, CHRISTINE | 09/28/2022 | 118359 | 092722 | 4,025.03 | Aig Payout Less Taxes |
| | | 81000002052300 | | ICMA RETIREMENT TRUST - 457 | 09/23/2022 | 2300158 | 821361 | 57,907.33 | 457 contributions |
| | | 81000002051500 | | AFLAC | 09/23/2022 | 2300160 | PR DATE 09/23 | 120.58 | ci wrap contributions |
| | | 81000002052300 | | LINCOLN LIFE | 09/23/2022 | 118348 | 20220923 | 1,047.71 | PAYROLL SUMMARY |
| | | 81000002059900 | | BETTENDORF POLICE BENEVOLENT FUND | 09/23/2022 | 118340 | 20220923 | 102.00 | PAYROLL SUMMARY |
| | | 81000002051500 | | AFLAC | 09/09/2022 | 2300130 | PR DATE 09/09 | 120.58 | ci wrap contributions |
| | | 81000002050500 | | INTERNAL REVENUE SERVICE | 09/09/2022 | 2300133 | 92620872C | 2,000.00 | federal w/h on behalf of j green 457 retirement |
| | LIABILITY CLEARING ACCT. | 81000002051100 | | MUNICIPAL FIRE & POLICE | 09/23/2022 | 2300159 | 09/23 PAY DATE | 15,576.63 | employee share police pension |
| | | 81000002052300 | | AFLAC | 09/23/2022 | 2300169 | 880140 | 1,143.30 | aflac pre tax |
| | | 81000002050600 | | TREASURER,STATE OF IOWA | 09/09/2022 | 2300134 | 0-001-732-231 | 29,179.94 | 09/09 pay date ia w/h tax |
| | | 81000002051200 | | MUNICIPAL FIRE & POLICE | 09/09/2022 | 2300129 | 09/09 PAY DATEB | 9,660.09 | emp share fire pension |
| | | 81000002050200 | | MUNICIPAL FIRE & POLICE | 09/23/2022 | 2300159 | 09/23 PAY DATEA | 39,604.34 | city share police pension |
| | | 81000002052300 | | ICMA RETIREMENT TRUST - 457 | 09/09/2022 | 2300128 | 814079 | 58,238.29 | 457 contributions |
| | | 81000002051000 | | IPERS COLLECTIONS | 09/23/2022 | 2300166 | 121013139 | 34,021.28 | employee share ipers |
| | | 81000002051500 | | ICMA RETIREMENT TRUST - 457 | 09/09/2022 | 2300128 | 814093 | 3,085.33 | after tax roth ira |
| | | 81000002052800 | | ICMA RETIREMENT TRUST - 457 | 09/09/2022 | 2300128 | 814079A | 3,425.93 | 457 loan payments |
| | | 81000002051500 | | ICMA RETIREMENT TRUST - 457 | 09/23/2022 | 2300158 | 821379 | 2,793.39 | after tax roth ira |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 81000002051000 | | IPERS COLLECTIONS | 09/09/2022 | 2300136 | 121011660 | 34,662.85 | employee share ipers |
| | | 81000002059900 | | IOWA C.O.P.S. | 09/09/2022 | 2300132 | PR DATE 09/09 | 53.00 | 09/09/22 contributions |
| | | 81000002052300 | | CITY OF BETTENDORF/125 PLAN | 09/23/2022 | 118344 | 20220923 | 2,246.84 | PAYROLL SUMMARY |
| | | 81000002052300 | | NATIONWIDE RETIREMENT SOLUTIONS | 09/09/2022 | 2300137 | PR 09/09 | 1,000.53 | 457 contributions |
| | | 81000002052300 | | CITY OF BETTENDORF/125 PLAN | 09/23/2022 | 118345 | 20220923 | 1,562.03 | PAYROLL SUMMARY |
| | | 81000002051000 | | IPERS COLLECTIONS | 09/09/2022 | 2300136 | 121011660A | 52,017.34 | city share ipers |
| | | 81000002051900 | | STATE DISBURSEMENT UNIT | 09/23/2022 | 118351 | 20220923 | 600.00 | PAYROLL SUMMARY |
| | | 81000002050800 | | INTERNAL REVENUE SERVICE | 09/23/2022 | 2300163 | 91214659A | 66,949.60 | fica w/h tax |
| | | 81000002052300 | | CITY OF BETTENDORF/125 PLAN | 09/23/2022 | 118343 | 20220923 | 4,368.67 | PAYROLL SUMMARY |
| | LIABILITY CLEARING ACCT. | 81000002051500 | | AFLAC | 09/23/2022 | 2300169 | 880140A | 923.04 | aflac after tax contributions |
| | | 81000002052300 | | GREAT AMERICAN PLAN ADMINISTRATORS | 09/23/2022 | 2300161 | PR DATE 09/23 | 582.54 | 09/23 contributions |
| | | 81000002050400 | | MUNICIPAL FIRE & POLICE | 09/09/2022 | 2300129 | 09/09 PAY DATEC | 24,561.27 | city share fire pension |
| | | 81000002052300 | | NATIONWIDE RETIREMENT SOLUTIONS | 09/23/2022 | 2300167 | PR 09/23 | 1,000.53 | 457 contributions |
| | | 81000002050700 | | ILLINOIS DEPARTMENT OF REVENUE | 09/09/2022 | 2300135 | 2-048-621-136 | 2,703.98 | illinois state w/h tax |
| | | 81000002050200 | | MUNICIPAL FIRE & POLICE | 09/09/2022 | 2300129 | 09/09 PAY DATEA | 38,274.31 | city share fire pension |
| | | 81000002052300 | | ANCHOR NATIONAL LIFE INSURANCE CO | 09/23/2022 | 118339 | 20220923 | 217.40 | PAYROLL SUMMARY |
| | | 81000002051900 | | COLLECTION SERVICES CENTER | 09/09/2022 | 2300138 | 2189232 | 1,884.10 | child/spouse support |
| | | 81000002052800 | | ICMA RETIREMENT TRUST - 457 | 09/23/2022 | 2300158 | 821361A | 2,624.11 | 457 loan payments |
| | | 81000002050400 | | MUNICIPAL FIRE & POLICE | 09/23/2022 | 2300159 | 09/23 PAY DATEC | 25,118.96 | city share fire pension |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 81000002051200 | | MUNICIPAL FIRE & POLICE | 09/23/2022 | 2300159 | 09/23 PAY DATEB | 9,879.43 | emp share fire pension |
| | | 81000002052200 | | CITY OF BETTENDORF | 09/23/2022 | 118342 | 20220923A | 217.50 | PAYROLL SUMMARY |
| | | 81000002052900 | | MADISON NATIONAL LIFE INSURANCE CO | 09/13/2022 | 2300143 | 09302022 | 1,915.90 | voluntary life insurance aug |
| | | 81000002052000 | | CREATING HEALTHIER COMMUINITIES | 09/23/2022 | 118346 | 20220923 | 9.00 | PAYROLL SUMMARY |
| | | 81000002051500 | | AMERICAN FUNDS SERVICE COMPANY | 09/23/2022 | 118338 | 20220923 | 50.00 | PAYROLL SUMMARY |
| | LIABILITY CLEARING ACCT. | 81000002050600 | | TREASURER,STATE OF IOWA | 09/23/2022 | 2300164 | 0-001-865-808 | 31,455.26 | 09/23 pay date ia w/h tax |
| | | 81000002050500 | | INTERNAL REVENUE SERVICE | 09/23/2022 | 2300163 | 91214659 | 81,960.47 | federal W/h |
| | | 81000002059900 | | MARSHA L COMBS-SKINNER | 09/23/2022 | 118349 | 20220923 | 141.24 | PAYROLL SUMMARY |
| | | 81000002059900 | | IOWA C.O.P.S. | 09/23/2022 | 2300162 | PR DATE 09/23 | 53.00 | 09/23 contributions |
| | | 81000002052000 | | UNITED WAY OF THE QUAD CITIES AREA | 09/09/2022 | 2300127 | PR DATE 09/09 | 690.76 | 09/09/22 Contributions |
| | **LIABILITY CLEARING ACCT. - Summary** | | | | | | | **942,097.66** | |
| | | 52000001130000 | | DEBRA CASTREY | 09/28/2022 | 118355 | 2820GREENWAY DR | 19.73 | Sewer Refund |
| | | 52000001130000 | | TANNER THOM | 09/28/2022 | 118357 | 3043 SUNBURSTDR | 68.98 | sewer refund |
| | SEWER UTILITY | 52000002211000 | | TREASURER, STATE OF IOWA | 09/19/2022 | 2300152 | 1789420 | 4,897.16 | Monthly Return July 31st |
| | | 52000001130000 | | TRACEY RING | 09/21/2022 | 118334 | 21 CENTRAL LN | 10.80 | Sewer Refund |
| | | 52000001130000 | | KATHLEEN BOWMAN | 09/21/2022 | 118331 | 3470WINSTON#2DR | 63.86 | Sewer Refund |
| | **SEWER UTILITY - Summary** | | | | | | | **5,060.53** | |
| | SOLID WASTE/RECYCLING ENT | 55000002211000 | | TREASURER, STATE OF IOWA | 09/19/2022 | 2300152 | 1789420B | 10.37 | Monthly Return July 31st |
| | **SOLID WASTE/RECYCLING ENT - Summary** | | | | | | | **10.37** | |
| | STORM WATER UTILITY | 58000002211000 | | TREASURER, STATE OF | 09/19/2022 | 2300152 | 1789420A | 2,349.14 | Monthly Return July 31st |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | | | IOWA | | | | | |
| | STORM WATER UTILITY - Summary | | | | | | | 2,349.14 | |
| - Summary | | | | | | | | 958,191.21 | |
| | | 40050504802299 | CD0080 | MID AMERICAN ENERGY | 09/21/2022 | 118332 | 530151126A | 18.57 | Electric bill not gas |
| | | 40050504802299 | PW0512 | ACE TREE SERVICE, INC. | 10/05/2022 | 118362 | 8972 | 4,900.00 | DEVILS GLEN TREE REMOVAL |
| | | 40050504802307 | CD0067 | GRAYBAR (DATA) | 10/05/2022 | 118396 | 9328677469 | 37.64 | WIRE & CONDUIT FOR CONNECTOR |
| | | 40050504802307 | CD0104 | METRO WIRE & CABLE CORP | 10/05/2022 | 118427 | 55103736 | 5,631.84 | #1 WIRE FOR INTERSECTION at 29th and middle |
| | | 40050504802307 | 2CD010 | TERRY-DURIN COMPANY | 10/05/2022 | 118461 | 117641-00 | 1,500.00 | HAND HOLES |
| | | 40050504802307 | PW0404 | UTILITY EQUIPMENT CO. | 10/05/2022 | 118468 | 10098923-000 | 119.56 | 2" LASCO |
| | | 40050504802307 | CD0104 | ILLOWA CULVERT & SUPPLY CO. | 10/05/2022 | 118407 | 36809 | 2,200.00 | STORM CULVERT DRILLING MAST ARMS |
| | | 40050504802290 | CD0105 | HDR ENGINEERING, INC. | 10/05/2022 | 118398 | 1200461492 | 3,588.94 | #6 TRAFFIC FIBer Network MP 7/31/22 - 8/27/22 |
| CAPITAL PROJECTS | CAPITAL PROJECTS | 40050504802290 | PW0548 | TERRACON CONSULTANTS, INC. | 10/05/2022 | 118460 | TH05216 | 1,354.80 | TESTING FOR GRETCHEN CT |
| | | 40050504802307 | CD0104 | METRO WIRE & CABLE CORP | 10/05/2022 | 118427 | 55103808 | 2,401.67 | #2 WIRE FOR INTERSECTION of 29th and middle |
| | | 40050504807035 | PW0381 | MARC GELLERMAN TRUST ACCT | 10/05/2022 | 118425 | 090922 | 4,629.00 | PROFESSIONAL SERVICES BETTPLEX PROJECT |
| | | 40050504802299 | PW0381 | VALLEY CONSTRUCTION | 10/05/2022 | 118469 | 4 | 540,171.30 | #4 FOREST GROVE PH 3 const 9-1-22 to 9-22-22 |
| | | 40050504802307 | CD0067 | REPUBLIC COMPANIES | 10/05/2022 | 118445 | 6174171-00 | 34.25 | RIGID CONDUIT STRAPS |
| | | 40050504802307 | PW0404 | REPUBLIC COMPANIES | 10/05/2022 | 118445 | 6175323-00 | 397.54 | CONDUIT & COUPLINGS |
| | | 40050504802299 | PW0514 | HAWKEYE PAVING CORPORATION | 10/05/2022 | 118397 | 091322 | 10,600.00 | RAILING INSTALL MIDDLE & parkway |
| | | 40050504802307 | CD0067 | GRAYBAR (DATA) | 10/05/2022 | 118396 | 9328697570 | 920.90 | WIRE & CONDUIT FOR CONNECTOR |
| | | 40050504802290 | CD0104 | VEENSTRA & KIMM, INC. | 10/05/2022 | 118470 | 11 | 270.00 | #11 29TH & MIDDLE TS Design |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | CAPITAL PROJECTS | 40050504802299 | CD0080 | IOWA AMERICAN WATER COMPANY | 10/05/2022 | 118412 | 210046913688A | 19.89 | 1106 HAWTHORNE DR WATER - FLOOD HOUSE |
| | | 40050504802299 | PW0480 | JIM SCHROEDER CONSTRUCTION INC. | 10/05/2022 | 118417 | 6 | 27,779.77 | #6 INDIANA AVE OVER spencer Creek |
| | **CAPITAL PROJECTS - Summary** | | | | | | | **606,575.67** | |
| | DOWNTOWN IMPROVEMENTS | 00350504802299 | DT0011 | DOWNTOWN BETTENDORF ORGANIZATION | 09/21/2022 | 118330 | 091522A | 70,000.00 | FY 2023 Annual Contribution |
| | | 00350504802299 | DT0011 | DOWNTOWN BETTENDORF ORGANIZATION | 09/21/2022 | 118330 | 9152022 | 25,000.00 | matching funds for DBO Facade and int grant prog |
| CAPITAL PROJECTS | **DOWNTOWN IMPROVEMENTS - Summary** | | | | | | | **95,000.00** | |
| | LIFE FITNESS CTR FUND | 57050504992299 | CC0001 | ABBEY CARPET GALLERY | 10/05/2022 | 118361 | CG201138A | 820.89 | COMMUNITY CENTER RR TILE |
| | | 57050504992299 | CC0001 | DAVENPORT ELECTRIC CONTRACT | 10/05/2022 | 118380 | 49503 | 2,560.00 | COMM CENTER CIRCUITS FOR A/C AND STOVE |
| | **LIFE FITNESS CTR FUND - Summary** | | | | | | | **3,380.89** | |
| | ROAD USE FUND | 20650504802299 | RU0038 | GEE ASPHALT SYSTEMS INC. | 10/05/2022 | 118392 | G22046P001A | 30,000.00 | 2022 PAVEMENT preservation prog |
| | | 20650504802299 | RU0037 | GEE ASPHALT SYSTEMS INC. | 10/05/2022 | 118392 | G22046P001 | 63,388.80 | 2022 pavement preservation prog. |
| | **ROAD USE FUND - Summary** | | | | | | | **93,388.80** | |
| **CAPITAL PROJECTS - Summary** | | | | | | | | **798,345.36** | |
| | GENERAL FUND | 00141014602213 | | QUAD CITY ARTS,INC. | 10/05/2022 | 118440 | 5573 | 10,000.00 | FESTIVAL OF TREES PARADE BALLOON SPONSOR 2022 |
| | | 00141024612244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822D | 73.40 | Bankcard Fees business lic |
| CITY ADMINISTRATION | | 00141014601304 | | BI-STATE REGIONAL COMMISSION | 10/05/2022 | 118371 | 0010922 | 22.87 | MANAGERS/ADMINISTRATORS MTG 9/2/22 - D.PLOEHN |
| | | 00141014602306 | | IMPERIAL | 10/05/2022 | 118408 | 288002:200228 | 200.95 | COFFEE SUPPLIES FOR CITY HALL AND POLICE DEPT. |
| | **GENERAL FUND - Summary** | | | | | | | **10,297.22** | |
| **CITY ADMINISTRATION - Summary** | | | | | | | | **10,297.22** | |
| COMMUNITY | GENERAL FUND | 00130034542299 | | KIMBERLY'S KLEANING | 10/05/2022 | 118418 | 1303-913 | 35.00 | 1303 DEVILS GLEN MOW |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | LAWN PER MARK HUNT |
| | | 00130034542299 | | SCOTT COUNTY SHERIFF'S OFFICE | 10/05/2022 | 118454 | 22004935 | 35.63 | CITATION SERVICE 21-0738 MICHAEL BUCKLEY 8/29/22 |
| | | 00130034542299 | | TOTAL DETAILING AUTO SPA, LLC | 10/05/2022 | 118465 | 63880662369 | 209.95 | DETAIL CE VEHICLE RANGEL |
| | | 00130034542299 | | SCOTT COUNTY SHERIFF'S OFFICE | 10/05/2022 | 118454 | 22004986 | 77.50 | CITATION SERVICE 21-0738 MCCOY 8/10/22 |
| DEVELPMENT | GENERAL FUND | 00130034542299 | | KIMBERLY'S KLEANING | 10/05/2022 | 118418 | LOTS 9-16 | 770.00 | MOW FLOOD LOTS 9/16/22 |
| | | 00130064162244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822A | 1,841.30 | Bankcard Fees Inspections |
| | | 00130034542299 | | SCOTT COUNTY SHERIFF'S OFFICE | 10/05/2022 | 118454 | 22005087 | 35.63 | CITATION SERVICE 22-0619 TREVOR TREJO 8/11/22 |
| | | 00130034542299 | | KIMBERLY'S KLEANING | 10/05/2022 | 118418 | 3403-815 | 70.00 | 3403 OVERLAND DR 22-0885 GRASS CUT |
| | **GENERAL FUND - Summary** | | | | | | | **3,075.01** | |
| **COMMUNITY DEVELPMENT - Summary** | | | | | | | | **3,075.01** | |
| ECONOMIC DEVELOPMENT | GENERAL FUND | 00135014512299 | | DOWNTOWN BETTENDORF ORGANIZATION | 09/21/2022 | 118330 | 091522 | 30,000.00 | FY 2023 Annual Contribution |
| | **GENERAL FUND - Summary** | | | | | | | **30,000.00** | |
| **ECONOMIC DEVELOPMENT - Summary** | | | | | | | | **30,000.00** | |
| | | 55511024942290 | | MEDENCIY, ALEXANDRIA | 10/05/2022 | 118426 | 091522 | 1,572.50 | SEPTEMBER ART ACADEMY |
| | | 55511024942290 | | HOWELL, GABRIELLA | 10/05/2022 | 118403 | 091422 | 60.00 | SEPTEMBER 4-17 SIX HOURS |
| FAMILY MUSEUM | FMLY MUSEUM/ARTS &SCIENCE | 55511014942106 | | BETTENDORF N & S LOCK INC. | 10/05/2022 | 118370 | 18752 | 13.45 | NEW KEYS |
| | | 55511024942140 | | EDWARDS CREATIVE | 10/05/2022 | 118384 | 21439 | 1,290.00 | EXHIBIT SIGNAGE |
| | | 55511014942244 | | VANTIV INTEGRATED PAYMENTS | 09/07/2022 | 2300156 | 822B | 1,546.20 | bank card fees museum |
| | **FMLY MUSEUM/ARTS &SCIENCE - Summary** | | | | | | | **4,482.15** | |
| **FAMILY MUSEUM - Summary** | | | | | | | | **4,482.15** | |
| FINANCE | ELEC.EQUIP.REPLACEMENT | 40202434807074 | | KNOWBE4, INC | 10/05/2022 | 118419 | INV207829 | 5,654.83 | KNOWBE4 SUBSCRIPTION |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | FD | 40202434807074 | | BAYCOM | 10/05/2022 | 118369 | EQUIPINV_039738 | 1,396.00 | PRINTER MOUNTS/NEW SQUADS |
| | **ELEC.EQUIP.REPLACEMENT FD - Summary** | | | | | | | **7,050.83** | |
| | GENERAL FUND | 00102024612306 | | OFFICE EXPRESS OFFICE PRODUCTS | 10/05/2022 | 118433 | 255312 | 4.38 | calculator paper |
| | | 00102304612344 | | RICHLEN, KATHLEEN | 09/21/2022 | 118333 | 092022-COMPUTER | 1,377.15 | employee computer reimbursement |
| | | 00102024612307 | | CULLIGAN OF DAVENPORT | 10/05/2022 | 118379 | 0493121 | 14.15 | water |
| | | 00102024612306 | | SECRETARY OF STATE | 10/05/2022 | 118455 | 090922 | 30.00 | Sativa Notary |
| | | 00102024612307 | | CULLIGAN OF DAVENPORT | 10/05/2022 | 118379 | 0492847 | 14.15 | water |
| | | 00102024612306 | | OFFICE EXPRESS OFFICE PRODUCTS | 10/05/2022 | 118433 | 253861 | 556.62 | paper and office supplies |
| | | 00102014612290 | | BAKER TILLY MUNICIPAL ADVISORS,LLC | 09/21/2022 | 118329 | BTMA15298 | 8,100.00 | Arbitrage calcs 2010a, 2017a |
| | | 00102024612306 | | OFFICE EXPRESS OFFICE PRODUCTS | 10/05/2022 | 118433 | 253912 | 10.85 | office supplies |
| FINANCE | | 00102024612306 | | AMAZON CAPITAL SERVICES INC. | 10/05/2022 | 118365 | 7849868 | 51.20 | file folders |
| | | 00102024612299 | | ROCHESTER ARMORED CAR CO., INC. | 10/05/2022 | 118447 | 90545 | 953.04 | Armored Car Transport |
| | | 00102014612244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822F | 14.83 | Bankcard Fees 1% sw1,sw2 sw3 |
| | | 00102024612307 | | PINNEY PRINTING COMPANY | 10/05/2022 | 118435 | 26720 | 870.00 | #10 linen envelopes |
| | **GENERAL FUND - Summary** | | | | | | | **11,996.37** | |
| | INFORMATION SERVICES | 68802314942131 | | ONENECK IT SOLUTIONS LLC | 10/05/2022 | 118434 | INV000032722 | 937.50 | cisco phone monthly maintenance |
| | **INFORMATION SERVICES - Summary** | | | | | | | **937.50** | |
| | SEWER UTILITY | 52002044902244 | | AUTHORIZE.NET | 09/02/2022 | 2300154 | 822 | 32.35 | Online Payment Gateway |
| | | 52002044902244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822G | 3,526.60 | Bankcard Fees ut sw1,sw2 |
| | **SEWER UTILITY - Summary** | | | | | | | **3,558.95** | |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| FINANCE | VEHICLE REPLACEMENT FUND | 40102424807074 | | MOTOROLA SOLUTIONS | 10/05/2022 | 118431 | 8281457814 | 4,280.00 | IN-CAR VIDEO RECORD EQUIP CITY VEH 22208 |
| | **VEHICLE REPLACEMENT FUND - Summary** | | | | | | | **4,280.00** | |
| **FINANCE** | **- Summary** | | | | | | | **27,823.65** | |
| FIRE | GENERAL FUND | 00104154142101 | | HOMETOWN PLG & HTG CO INC | 10/05/2022 | 118402 | 68811 | 1,545.15 | WATER HEATER/ST4 |
| | | 00104154142101 | | RAYNOR DOOR CO., INC. OF THE QC | 10/05/2022 | 118443 | 133093 | 150.00 | KEYLESS ENTRY/ST1 |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 131009 | 58.00 | MONTHLY SERVICE/ST2 |
| | | 00104154142101 | | ELECTRICAL ENGINEERING & EQUIP. CO. | 10/05/2022 | 118385 | 7446430-00 | 150.00 | GENERATOR PM/ST2 |
| | | 00104154142111 | | IOWA AMERICAN WATER COMPANY | 10/05/2022 | 118412 | 144400SEP22 | 154.70 | WATER USAGE/ST4 |
| | | 00104154142307 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137941 | 86.00 | RENTAL/TC |
| | | 00104114142106 | | SANDRY FIRE SUPPLY | 10/05/2022 | 118452 | INV-023884 | 127.32 | SCBA PARTS |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 129450 | 58.00 | MONTHLY SERVICE/ST2 |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 129853 | 58.00 | MONTHLY SERVICE/ST4 |
| | | 00104114142104 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-407066 | 42.86 | DIESEL EXHAUST FLUID |
| | | 00104114142106 | | BREATHING AIR SYSTEMS | 10/05/2022 | 118372 | INV-IL74-472 | 476.38 | CASCADE SYS PM/ST2 |
| | | 00104014141301 | | SCOTT COUNTY FIRE CHIEF'S ASSOC. | 10/05/2022 | 118453 | 092322 | 50.00 | 2022 MEMBERSHIP |
| | | 00104154142111 | | IOWA AMERICAN WATER COMPANY | 10/05/2022 | 118412 | 334067SEP22 | 146.08 | WATER USAGE/ST2 |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 131465 | 58.00 | MONTHLY SERVICE/ST4 |
| | | 00104154142101 | | ELECTRICAL ENGINEERING & EQUIP. CO. | 10/05/2022 | 118385 | 7446423-00 | 310.00 | GENERATOR PM/ST3 |
| | | 00104114142104 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-407343 | 11.67 | BRACKET, HD CLAMP |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| FIRE | GENERAL FUND | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 133604 | 58.00 | MONTHLY SERVICE/ST2 |
| | | 00104114142304 | | SANDRY FIRE SUPPLY | 10/05/2022 | 118452 | INV-024049 | 785.64 | LIGHT BOXES/T2 |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 132938 | 58.00 | MONTHLY SERVICE/ST2 |
| | | 00104134142304 | | EVAC SYSTEMS, INC. | 10/05/2022 | 118389 | 28-782 | 205.00 | RIT BAG |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 131960 | 58.00 | MONTHLY SERVICE/ST2 |
| | | 00104154142299 | | THYMET PEST CONTROL | 10/05/2022 | 118464 | 130654 | 58.00 | MONTHLY SERVICE/ST4 |
| | **GENERAL FUND - Summary** | | | | | | | **4,704.80** | |
| **FIRE - Summary** | | | | | | | | **4,704.80** | |
| HUMAN RESOURCES | GENERAL FUND | 00142014661304 | | RICHLEN, KATHLEEN | 09/21/2022 | 118333 | 091922 | 45.00 | per diem total - see attached for day to day |
| | | 00142014662213 | | INQUIREHIRE, INC. | 10/05/2022 | 118410 | 108705 | 30.00 | EMPLOYEE BACKGROUND CHECK |
| | | 00142014662213 | | HEALTH POLICY CORPORATION OF IOWA | 10/05/2022 | 118399 | 082322 | 122.50 | 2022 MEMBERSHIP RENEWAL |
| | | 00142014662213 | | CHAMPS TROPHY | 10/05/2022 | 118374 | 3111 | 3.25 | RETIREMENT PLATE - KAREN SPURRIER |
| | | 00142014662203 | | PRINTERS MARK | 10/05/2022 | 118438 | 20220930 | 51.00 | PALMER GRILL JOB FAIR SIGNS |
| | | 00142014662213 | | GENESIS OCCUPATIONAL HEALTH | 10/05/2022 | 118393 | 188611 | 1,609.00 | NEW EMPLOYEE SCREENING |
| | | 00142014662290 | | HOLMES MURPHY & ASSOCIATES | 10/05/2022 | 118401 | 670493 | 2,500.00 | 10/22 BENEFITS CONSULTING |
| | **GENERAL FUND - Summary** | | | | | | | **4,360.75** | |
| **HUMAN RESOURCES - Summary** | | | | | | | | **4,360.75** | |
| LIBRARY | GENERAL FUND | 00106014402244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822B | 146.36 | Bankcard Fees library |
| | **GENERAL FUND - Summary** | | | | | | | **146.36** | |
| **LIBRARY - Summary** | | | | | | | | **146.36** | |
| MAYOR & COUNCIL | EMPLOYEE INSURANCE | 68601064942294 | | DELTA DENTAL | 09/12/2022 | 2300145 | 352050000202256 | 7,646.42 | dental claims 08/30-09/06/22 |
| | | 68601064942296 | | EMPLOYEE BENEFIT SYSTEM | 08/12/2022 | 2300146 | 08102022 | 1,867.27 | Vision claims cks 2293 - 2298 |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 68601064942281 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/02/2022 | 2300148 | 08262022 | 58,049.62 | medical claims 08/20 - 08/26/2022 |
| | | 68601064942283 | | MEDTRAK SERVICES | 09/14/2022 | 2300149 | 083122B | 798.00 | admin fees 08/16 - 08/31/22 |
| | | 68601064942283 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/01/2022 | 2300151 | 07312022B | 13,091.92 | admin fees july |
| | | 68601064942294 | | DELTA DENTAL | 09/06/2022 | 2300150 | 352050000202255 | 7,597.05 | dental claims 08/23 - 08/29/2022 |
| | | 68601064942288 | | MADISON NATIONAL LIFE INSURANCE CO | 09/13/2022 | 2300143 | 09302022A | 11,994.25 | life and ltd aug |
| | | 68601064942282 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/02/2022 | 2300148 | 08262022A | -13,918.71 | Stop Loss Reimbursements |
| | | 68601064942296 | | EMPLOYEE BENEFIT SYSTEM | 09/09/2022 | 2300144 | 09072022 | 1,292.02 | vision claims cks 2299 - 2302 |
| | | 68601064942298 | | MEDTRAK SERVICES | 09/14/2022 | 2300149 | 083122A | 31,648.65 | pharmacy claims 08/16 - 08/31/2022 |
| | | 68601064942285 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/01/2022 | 2300151 | 07312022D | 40,800.96 | specific july |
| MAYOR & COUNCIL | EMPLOYEE INSURANCE | 68601064942296 | | EMPLOYEE BENEFIT SYSTEM | 08/05/2022 | 2300147 | 07272022 | 1,306.62 | Vision claims cks 2286 - 2292 |
| | | 68601064942297 | | ROCK VALLEY PHYSICAL THERAPY | 10/05/2022 | 118448 | 1191 | 1,195.89 | HEALTH CHECKS AND SCREENINGS AUGUST 2022 |
| | | 68601064942282 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/01/2022 | 2300151 | 07312022A | -623.12 | Stop loss Reimbursements |
| | | 68601064942284 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/01/2022 | 2300151 | 07312022C | 1,435.92 | aggregate july |
| | | 68601064942297 | | ROCK VALLEY PHYSICAL THERAPY | 10/05/2022 | 118448 | 052022 | 1,398.39 | HEALTH CHECKS AND SCREENINGS MAY 2022 |
| | | 68601064942281 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/01/2022 | 2300151 | 07312022 | 48,355.87 | medical claims 07/23 - 07/31/2022 |
| | | 68601064942282 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/09/2022 | 2300142 | 090222A | -2,486.86 | stop loss reimbursements |
| | | 68601064942281 | | WELLMARK BLUE CROSS & BLUE SHIELD | 09/09/2022 | 2300142 | 09022022 | 64,709.22 | medical claims 09/01 - 09/02/2022 |
| | | 68601064942287 | | IOWA INDIVIDUAL HEALTH | 10/05/2022 | 118414 | 092622 | 4,250.00 | CY 2018 ASSESSMENT |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | | | BENEFIT | | | | | INVOICE |
| | EMPLOYEE INSURANCE | 68601064942297 | | ROCK VALLEY PHYSICAL THERAPY | 10/05/2022 | 118448 | 062022 | 1,243.89 | HEALTH CHECKS AND SCREENINGS JUNE 2022 |
| | | 68601064942283 | | EMPLOYEE BENEFIT SYSTEM | 10/05/2022 | 118388 | 000035339 | 834.86 | VISION CLAIMS |
| | **EMPLOYEE INSURANCE - Summary** | | | | | | | **282,488.13** | |
| | GENERAL FUND | 00101014602340 | | HY-VEE, INC. PW & AD | 10/05/2022 | 118405 | 4849010396 | 88.50 | funeral arrangement for ofc Tim Doty Father |
| | | 00101014602340 | | DOWNTOWN BETTENDORF BUSINESS WOMEN | 10/05/2022 | 118382 | 22001 | 600.00 | I-74 BRIDGE ORNAMENTS |
| MAYOR & COUNCIL | | 00101014602340 | | HIGHTECH SIGNS | 10/05/2022 | 118400 | 26031 | 769.50 | FOAM BOARDS RE OPEN HOUSE FOR THE LANDING |
| | | 00101014601304 | | BI-STATE REGIONAL COMMISSION | 10/05/2022 | 118371 | 0010935 | 12.31 | CEO/CAO MEETING 8/19/22 MAYOR GALLAGHER |
| | | 00101014602213 | | GRABER, EDMUND C. | 10/05/2022 | 118394 | 092622 | 1,832.00 | CONSULTING SERVICES FOR SEPT 1 - 30, 2022 |
| | **GENERAL FUND - Summary** | | | | | | | **3,302.31** | |
| | RISK MANAGEMENT | 68401054942268 | | IOWA COMMUNITIES ASSURANCE POOL | 10/05/2022 | 118413 | ICP058243A1-A2 | 2,695.23 | MEDIACOM AND KC LEASE PROPERTIES LLC CLAIM |
| | | 68401054942292 | | IMWCA | 10/05/2022 | 118409 | INV85887 | 1,680.82 | LARGE DED PMT FY1819 7/1/22-7/31/22 |
| | **RISK MANAGEMENT - Summary** | | | | | | | **4,376.05** | |
| **MAYOR & COUNCIL - Summary** | | | | | | | | **290,166.49** | |
| | GENERAL FUND | 00107404462307 | FEST01 | ADVANTAGE ADVERTISING | 10/05/2022 | 118363 | 1993625AV9 | 615.51 | 4TH OF JULY SHIRTS |
| | **GENERAL FUND - Summary** | | | | | | | **615.51** | |
| | LIFE FITNESS CTR FUND | 57007034942244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822E | 136.67 | Bankcard Fees rec online |
| PARKS & RECREATION | **LIFE FITNESS CTR FUND - Summary** | | | | | | | **136.67** | |
| | PALMER HILLS GOLF COURSE | 56007134942244 | | VANTIV INTEGRATED PAYMENTS | 09/07/2022 | 2300156 | 822A | 1,937.69 | bank card fees grill |
| | | 56007114942244 | | VANTIV INTEGRATED | 09/07/2022 | 2300156 | 822 | 6,869.98 | Bankcard Fees golf |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| PARKS & RECREATION | PALMER HILLS GOLF COURSE | | | PAYMENTS | | | | | |
| | **PALMER HILLS GOLF COURSE - Summary** | | | | | | | **8,807.67** | |
| | ROAD USE FUND | 20607084202299 | | A CUT ABOVE LAWN AND LANDSCAPE | 10/05/2022 | 118360 | 10111872 | 2,051.00 | #11 ROW MOWING SEPT 5TH & 12th |
| | **ROAD USE FUND - Summary** | | | | | | | **2,051.00** | |
| **PARKS & RECREATION - Summary** | | | | | | | | **11,610.85** | |
| POLICE | GENERAL FUND | 00103114101209 | | UNIFORM DEN, INC. | 10/05/2022 | 118467 | 111086 | 6.00 | SEW ON EMBLEMS/CROUCH |
| | | 00103154102299 | | GRAYSHIFT | 09/28/2022 | 118356 | INV00925 | 10,570.00 | GRAYKEY LICENSE |
| | | 00103154102306 | | OFFICE EXPRESS OFFICE PRODUCTS | 10/05/2022 | 118433 | 254206-0 | 61.54 | OFFICE SUPPLIES |
| | | 00103114102202 | | QUAD CITY TIMES | 10/05/2022 | 118442 | 132854 | 42.47 | PUBLICATION/ABANDONED VEH |
| | | 00103114102307 | | WALT LAMBACH FIRE PROTECTION | 10/05/2022 | 118471 | 55145 | 483.39 | SERVICE EXTINGUISHERS PD SQUADS |
| | | 00103014102307 | | HY-VEE, INC. PD | 10/05/2022 | 118404 | 4848550289 | 40.97 | BAGELS/RUN W/CARL |
| | | 00103104101303 | | IOWA LAW ENFORCEMENT ACADEMY | 10/05/2022 | 118415 | 321747 | 525.00 | REG/FIREARMS INST SCHOOL SCHWARZ |
| | | 00103114102104 | | TOTAL DETAILING AUTO SPA, LLC | 10/05/2022 | 118465 | 080422 | 129.95 | CAR WASH (AUG) |
| | | 00103184102304 | | STREICHER'S INC | 10/05/2022 | 118458 | I1587963 | 998.38 | LESS LETHAL MUNITION |
| | | 00103154102299 | | SCOTT COUNTY SHERIFF'S OFFICE | 10/05/2022 | 118454 | 2023-19 | 1,475.00 | BOOKING FEES (AUG) |
| | | 00103154102299 | | STRYKER-POST PUBLICATIONS | 10/05/2022 | 118459 | 3875628 M | 2,257.20 | PM AGREEMENT/6 LIFEPAKS |
| | **GENERAL FUND - Summary** | | | | | | | **16,589.90** | |
| **POLICE - Summary** | | | | | | | | **16,589.90** | |
| PUBLIC WORKS | AQUATIC CENTER FUND | 57505254942299 | 2200PL | THYMET PEST CONTROL | 10/05/2022 | 118464 | 130723 | 200.00 | SPLASH PEST CONTROL |
| | | 57505254942299 | 2300PL | THYMET PEST CONTROL | 10/05/2022 | 118464 | 132572 | 95.00 | SPLASH PEST CONTROL |
| | **AQUATIC CENTER FUND - Summary** | | | | | | | **295.00** | |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137946 | 124.00 | CENTENNIAL GARDENS |
| | | 00105724422323 | | PPG ARCHITECTURAL FINISHES | 10/05/2022 | 118436 | 945203049490 | 123.86 | PAINT FOR FIELDS |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137951 | 124.00 | LINCOLN PARK |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 138054 | 201.00 | OLD VILLAGE INN |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137948 | 77.00 | DIAMOND 1 |
| | | 00105254642101 | 2300LB | KONE INC. | 10/05/2022 | 118420 | 1158396534 | 4,884.00 | LIBRARY ELEVATOR MAINTENANCE |
| | | 00105254642101 | 2300LB | CRESCENT PARTS & EQUIP | 10/05/2022 | 118378 | 20024537-01 | 32.88 | LIBRARY AIR FILTERS |
| | | 00105724422310 | | CINTAS FIRST AID & SAFETY #D89 | 10/05/2022 | 118375 | 8405862759 | 112.78 | FIRST AID SUPPLIES |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137943 | 201.00 | CROW CREEK DOG PARK |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137949 | 77.00 | VETERANS PARK |
| PUBLIC WORKS | GENERAL FUND | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137947 | 77.00 | LEACH PARK |
| | | 00105264642307 | 2301CH | THE HOME DEPOT PRO | 10/05/2022 | 118462 | 706881331 | 233.70 | CITY HALL FOLD TOWELS |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137945 | 154.00 | CROW CREEK SOCCER COMPLEX |
| | | 00105254642101 | 2300CH | STATE OF IOWA - ELEVATOR SAFETY | 10/05/2022 | 118457 | 241838 | 175.00 | city hall elevator inspection |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137950 | 77.00 | MIDDLE PARK PLAYGROUND |
| | | 00105254642299 | 2200LB | THYMET PEST CONTROL | 10/05/2022 | 118464 | 131586 | 60.00 | LIBRARY PEST CONTROL |
| | | 00105254642101 | 2300CH | DOORS INC. | 10/05/2022 | 118381 | 324286 | 180.00 | CITY HALL LOCK REPAIRS/CODING |
| | | 00105254642101 | 2300LB | ELITE ELECTRIC INC. | 10/05/2022 | 118386 | 06720 | 450.00 | LIBRARY LIGHTING REPAIR |
| | | 00105724422299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137944 | 154.00 | LOWERY FIELD |
| | | 00105254642299 | 2300LB | THYMET PEST CONTROL | 10/05/2022 | 118464 | 132354 | 60.00 | LIBRARY PEST CONTROL |
| | | 00105724422299 | | MILLENNIUM WASTE, INC. | 10/05/2022 | 118430 | 3383227T081 | 90.00 | DUMPSTER SERVICE |
| | **GENERAL FUND** | **- Summary** | | | | | | **7,668.22** | |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 68305204942104 | | ELLIOTT EQUIPMENT CO. | 10/05/2022 | 118387 | 169093 | 1,329.13 | 1612 REPAIRS |
| | | 68305204942231 | | CINTAS LOC 23M | 10/05/2022 | 118376 | 4131574396 | 70.31 | LAUNDRY |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-405005 | 90.19 | IGNITION COIL |
| | | 68305204942324 | | ELLIOTT EQUIPMENT CO. | 10/05/2022 | 118387 | 168927 | 90.86 | TURN FLASHER |
| | | 68305204942324 | | TRUCK COUNTRY OF IOWA | 10/05/2022 | 118466 | X106467349:01 | 3,576.12 | EXHAUST PARTS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-406869 | 0.66 | WASHER |
| | | 68305204942324 | | THOMPSON TRUCK & TRAILER INC. | 10/05/2022 | 118463 | X103125811:01 | 4,047.69 | EXHAUST PARTS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-407109 | 85.71 | BULBS |
| | | 68305204942104 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100130433 | 947.10 | TIRE REPAIRS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-404768 | 42.24 | BRAKE PADS |
| PUBLIC WORKS | MUNICIPAL GARAGE | 68305204942324 | | MIDWEST WHEEL & RIM CO | 10/05/2022 | 118429 | 2940101-00 | 194.80 | MUD FLAPS |
| | | 68305204942324 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100130699 | 1,196.00 | TIRES |
| | | 68305204942307 | | SNAP-ON TOOLS | 10/05/2022 | 118456 | 09202277333 | 89.25 | SHOP TOOLS |
| | | 68305204942324 | | THOMPSON TRUCK & TRAILER INC. | 10/05/2022 | 118463 | X103125548:01 | 1,724.08 | SEAT |
| | | 68305204942324 | | LINDQUIST FORD, INC. | 10/05/2022 | 118421 | 384819 | 257.50 | LINK |
| | | 68305204942324 | | TRUCK COUNTRY OF IOWA | 10/05/2022 | 118466 | X106467350:01 | 2,964.53 | WINDOW PARTS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-403694 | 42.24 | BRAKE PADS |
| | | 68305204942324 | | BAUER BUILT, INC. | 10/05/2022 | 118368 | 230113423 | 604.48 | TIRES |
| | | 68305204942324 | | MACQUEEN EQUIPMENT | 10/05/2022 | 118423 | P17268 | 1,160.66 | FLOAT BALL CAGE |
| | | 68305204942231 | | CINTAS LOC 23M | 10/05/2022 | 118376 | 4130849451 | 70.31 | LAUNDRY |
| | | 68305204942324 | | I.W.I. MOTOR PARTS | 10/05/2022 | 118406 | 442-232746 | 232.98 | BRAKE PARTS |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | 68305204942104 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100131002 | 344.40 | TIRE REPAIRS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-406422 | 203.70 | LUBE |
| | | 68305204942324 | | GRAINGER | 10/05/2022 | 118395 | 9437503387 | 455.84 | FAN |
| | | 68305204942324 | | QUAD CITY SPRING | 10/05/2022 | 118441 | 2851 | 4,300.00 | ON SPOTS |
| | | 68305204942307 | | S J SMITH CO. INC. | 10/05/2022 | 118450 | 659502 | 195.30 | WELDING SUPPLIES |
| | | 68305204942324 | | MIDWEST WHEEL & RIM CO | 10/05/2022 | 118429 | 2941794-00 | 332.84 | BACK UP ALARM |
| | | 68305204942104 | | ELLIOTT EQUIPMENT CO. | 10/05/2022 | 118387 | 169035 | 2,768.90 | 1613 REPAIRS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-407118 | -60.00 | BRAKE CREDIT |
| | | 68305204942307 | | CINTAS FIRST AID & SAFETY #D89 | 10/05/2022 | 118375 | 8405862758 | 108.79 | FIRST AID SUPPLIES |
| | | 68305204942324 | | BAUER BUILT, INC. | 10/05/2022 | 118368 | 230113080 | 237.00 | TIRES |
| PUBLIC WORKS | MUNICIPAL GARAGE | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-406912 | 169.18 | BRAKES |
| | | 68305204942104 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100130886 | 180.89 | TIRE REPAIRS |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-407313 | 269.93 | ROTORS |
| | | 68305204942307 | | ALTORFER RENTS | 10/05/2022 | 118364 | PC110343606 | 109.50 | OIL LAB FEE |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-406835 | 155.28 | HEADLAMP |
| | | 68305204942324 | | INTERSTATE BATTERY OF THE | 10/05/2022 | 118411 | 10054622 | 532.80 | BATTERIES |
| | | 68305204942324 | | I.W.I. MOTOR PARTS | 10/05/2022 | 118406 | 441-236563 | 67.54 | BRAKE PARTS |
| | | 68305204942307 | | NOTT COMPANY | 10/05/2022 | 118432 | 4454285-00 | 32.21 | FITTING |
| | | 68305204942104 | | EXTREME AUTO GLASS | 10/05/2022 | 118390 | 48368 | 99.95 | WINDHSIELD REPAIR |
| | | 68305204942324 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100131003 | 1,435.80 | TIRES |
| | | 68305204942324 | | INTERSTATE BATTERY OF | 10/05/2022 | 118411 | 10054429 | 416.85 | BATTERIES |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | | | THE | | | | | |
| | | 68305204942324 | | MACQUEEN EQUIPMENT | 10/05/2022 | 118423 | P16430 | 268.55 | NOZZLE |
| | | 68305204942324 | | I.W.I. MOTOR PARTS | 10/05/2022 | 118406 | 442-232082 | 295.18 | BRAKE PARTS |
| | | 68305204942324 | | MACQUEEN EQUIPMENT | 10/05/2022 | 118423 | P17466 | 350.68 | VALVE ASSEMBLY |
| | | 68305204942324 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100130434 | 2,848.45 | TIRES |
| | | 68305204942324 | | I.W.I. MOTOR PARTS | 10/05/2022 | 118406 | 436-217148 | 62.32 | BRAKE PARTS |
| | | 68305204942324 | | I.W.I. MOTOR PARTS | 10/05/2022 | 118406 | 442-104957 | -134.14 | PUMP CREDIT |
| | | 68305204942104 | | LINDQUIST FORD, INC. | 10/05/2022 | 118421 | 227314 | 921.25 | 1216 REPAIRS |
| | MUNICIPAL GARAGE | 68305204942324 | | TRUCK COUNTRY OF IOWA | 10/05/2022 | 118466 | X106467349:02 | 458.64 | EXHAUST |
| | | 68305204942324 | | SADLER POWER TRAIN | 10/05/2022 | 118451 | 0210171856 | 33.64 | FLASHER |
| | | 68305204942324 | | THOMPSON TRUCK & TRAILER INC. | 10/05/2022 | 118463 | X103125309:01 | 555.53 | STRAP |
| PUBLIC WORKS | | 68305204942324 | | LINDQUIST FORD, INC. | 10/05/2022 | 118421 | 384559 | 32.73 | SWITCH |
| | | 68305204942324 | | BAUER BUILT, INC. | 10/05/2022 | 118368 | 230113168 | 630.20 | TIRES |
| | | 68305204942324 | | CARQUEST AUTO PARTS STORE | 10/05/2022 | 118373 | 6604-406447 | 44.15 | FILTERS |
| | | 68305204942104 | | EASTERN IOWA TIRE, INC. | 10/05/2022 | 118383 | 100130698 | 172.20 | TIRE REPAIRS |
| | **MUNICIPAL GARAGE - Summary** | | | | | | | **37,712.92** | |
| | PALMER HILLS GOLF COURSE | 56005264942299 | 2301GC | CINTAS LOC 23M | 10/05/2022 | 118376 | 4131290530 | 90.30 | PALMER MAINT TOWELS/APRON S |
| | | 56005254942101 | 2300GC | CRESCENT PARTS & EQUIP | 10/05/2022 | 118378 | 20024700-00 | 37.82 | GOLF COURSE AIR FILTERS |
| | **PALMER HILLS GOLF COURSE - Summary** | | | | | | | **128.12** | |
| | | 20605114202307 | | MANATT'S INC. | 10/05/2022 | 118424 | 5077949 | 1,086.00 | STREET MATERIALS |
| | ROAD USE FUND | 20605124242307 | | ASPEN EQUIPMENT COMPANY | 10/05/2022 | 118366 | 70007661 | 1,720.00 | PLOW EDGES |
| | | 20605304232307 | | MILLENNIUM WASTE, INC. | 10/05/2022 | 118430 | 3383369T081 | 51.50 | TRAFFIC DUMPSTER FROM 9/1/22 TO 9/30/22 |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| PUBLIC WORKS | ROAD USE FUND | 20605114202307 | | RIVERSTONE GROUP INC. | 10/05/2022 | 118446 | 1158935 | 479.25 | UPM |
| | | 20605304232108 | | MID AMERICAN ENERGY | 10/05/2022 | 118428 | 530550142 | 74.02 | hopewell and middle signal |
| | | 20605014292306 | | CINTAS FIRST AID & SAFETY #D89 | 10/05/2022 | 118375 | 8405862761 | 80.30 | FIRST AID SUPPLIES |
| | | 20605144232307 | | FASTENAL COMPANY | 10/05/2022 | 118391 | IABET157566 | 174.74 | SHOP PARTS |
| | | 20605114202299 | | PS3 ENTERPRISES, INC | 10/05/2022 | 118439 | 137952 | 77.00 | PW PORTA POTTY |
| | | 20605114202307 | | LOGAN CONTRACTORS SUPPLY, INC. | 10/05/2022 | 118422 | B07240 | 187.08 | DETACK |
| | | 20605114202310 | | CINTAS FIRST AID & SAFETY #D89 | 10/05/2022 | 118375 | 8405862760 | 70.45 | FIRST AID SUPPLIES |
| | | 20605114202299 | | PRECISION CONCRETE CUTTING | 10/05/2022 | 118437 | 1133 | 4,995.00 | ADA CONCRETE SAW CUTTING AT LEARNING CAMPUS |
| | | 20605124242307 | | B & B MACHINES, INC. | 10/05/2022 | 118367 | 17837 | 3,162.62 | BRINE MOTOR |
| | | 20605014292306 | | WORKSPACE | 10/05/2022 | 118473 | 138215 | 870.40 | OFFICE CHAIRS |
| | | 20605124242307 | | RON'S TOY BOX LLC | 10/05/2022 | 118449 | 9696 | 1,553.90 | PLOW EDGES |
| | | 20605014292306 | | IMPERIAL | 10/05/2022 | 118408 | 288002:200236 | 77.70 | COFFEE |
| | | 20605144232307 | | IOWA PRISON INDUSTRIES | 10/05/2022 | 118416 | 033618 | 686.40 | SIGNS |
| | | 20605124242307 | | WINTER EQUIPMENT COMPANY | 10/05/2022 | 118472 | SO51535 | 4,983.17 | PLOW PARTS |
| | **ROAD USE FUND - Summary** | | | | | | | **20,329.53** | |
| | SEWER UTILITY | 52005024902310 | | REFLECTIVE APPAREL FACOTRY INC | 10/05/2022 | 118444 | 1988651 | 560.27 | HI VIZ/SAFETY APPAREL |
| | **SEWER UTILITY - Summary** | | | | | | | **560.27** | |
| | SOLID WASTE/RECYCLING ENT | 55005284912299 | | WASTE COMMISSION OF SCOTT CO. | 09/28/2022 | 118358 | 083122BW2 | 7,670.77 | JULY & AUG BW LESS CREDIT |
| | | 55005094912244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822H | 3,553.24 | Bankcard Fees recycle sw1,sw2 50% pw |
| | | 55005284912299 | | WASTE COMMISSION OF SCOTT CO. | 09/28/2022 | 118358 | 083122IT | 1,265.00 | HARD DRIVES- IT |

# City of Bettendorf Council Accounts Payable, 10/04/2022 Meeting

| Department | Fund | Account Number | Project # | Vendor Name | Ck Date | Ck # | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|---|---|
| PUBLIC WORKS | SOLID WASTE/RECYCLING ENT | 55005164912299 | | CITY OF DAVENPORT | 10/05/2022 | 118377 | 1331118 | 3,360.00 | AUGUST YW |
| | **SOLID WASTE/RECYCLING ENT - Summary** | | | | | | | **15,849.01** | |
| | STORM WATER UTILITY | 58005194932244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822I | 3,526.60 | Bankcard Fees strm wtr sw1,sw2 |
| | **STORM WATER UTILITY - Summary** | | | | | | | **3,526.60** | |
| | TRANSIT | 58505074922244 | | MERCHANT SERVICES | 09/02/2022 | 2300155 | 822J | 26.65 | Bankcard Fees 50% PW |
| | **TRANSIT - Summary** | | | | | | | **26.65** | |
| **PUBLIC WORKS - Summary** | | | | | | | | **86,096.32** | |
| **Overall - Summary** | | | | | | | | **2,245,890.07** | |

# City of Bettendorf
## Accounts Payable Listing
## 10/04/22 Council Meeting

| ACCT # | ect PRC | CK # | VENDOR | CK DATE | INV # | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 590-2001-494.11-21 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122B | 5,018.78 | finance Salary/Benefits |
| 590-2001-494.11-21 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122C | 4,270.52 | facilities/maintenance salary,wages, & Benefits |
| 590-2001-494.11-21 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122I | 19,942.43 | salary/wages & Benefits |
| 590-2001-494.21-01 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122D | 3,643.51 | repairs and maintenance |
| 590-2001-494.21-09 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122E | 540.66 | mediacom july |
| 590-2001-494.21-11 | | 3430 | IOWA AMERICAN WATER COMPAN | 9/28/2022 | 689142AUG | 1,376.18 | Water Bill |
| 590-2001-494.22-99 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122F | -300.34 | contract services |
| 590-2001-494.22-99 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122K | 9,337.66 | contract services |
| 590-2001-494.22-99 | | 3433 | ROCHESTER ARMORED CAR CO., | 10/5/2022 | 90545 | 75.81 | Armored Car Transport |
| 590-2001-494.22-99 | | 3434 | THE GREEN THUMBERS | 10/5/2022 | 1-695352 | 325.00 | QCWCC plant maintenance |
| 590-2001-494.23-06 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122J | 5,409.38 | supplies general/office |
| 590-2001-494.23-28 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122G | 21,309.12 | food services |
| 590-2001-494.23-29 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122H | 7,946.60 | begerage invoices |
| 590-2001-494.23-55 | | 3432 | ISLE OF CAPRI BETTENDORF, L.C. | 10/5/2022 | 083122A | 723.55 | Fees & Licenses |
| | | | **Total for Fund** | **590** | | **79,618.86** | |
| | | | | **QC WATERFRONT CONVENTION** | | | |
| | | | **Department** | | | | |
| | | | **Total for Department** | | | **79,618.86** | |
| 590-5050-499.22-99 | AD0004 | 3431 | HYME'S TREE SERVICE | 10/5/2022 | 9888 | 5,200.00 | TAKE DOWN 3 TREES QCWCC |
| | | | **Total for Fund** | **590** | | **5,200.00** | |
| | | | | **QC WATERFRONT CONVENTION** | | | |
| | | | **Department** | **Capital Projects** | | | |
| | | | **Total for Department** | | | **5,200.00** | |
| | | | **Grand Total** | | | **84,818.86** | |

Date: 9/29/2022

# City of Bettendorf Parks Accounts Payable 10-04-22 Meeting

| Account Number | Project # | Vendor Name | Ck # | Ck date | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|
| 001-0572-442.22-99 | | MILLENNIUM WASTE, INC. | 118486 | 10/5/2022 | 3382703T081 | 235.00 | DUMPSTER - CCP DEK HOCKEY |
| 001-0572-442.22-99 | | PS3 ENTERPRISES, INC | 118489 | 10/5/2022 | 138053 | 477.50 | DEKHOCKEY TOILETS |
| 001-0572-442.22-99 | | PS3 ENTERPRISES, INC | 118489 | 10/5/2022 | 137780 | 795.00 | SPECIAL EVENT PORTA POTTI |
| 001-0572-442.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | 206944 | 123.76 | HITCH AND TAPE |
| 001-0572-442.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | 207640 | 44.45 | CLEANING SUPPLIES |
| 001-0572-442.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | 207746 | 7.99 | TOILET BRUSH |
| 001-0572-442.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | 208144 | 42.72 | FLAG AND OFFICE SUPPLIES |
| 001-0572-442.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | SCOUNT-AUGUS | -23.78 | DISCOUNT |
| 001-0572-442.23-07 | | ULINE, INC. | 118492 | 10/5/2022 | 153845590A | 86.00 | DUST MOP KITS |
| 001-0730-443.13-03 | REC055 | AMERICAN RED CROSS | 118475 | 10/5/2022 | 22478737A | 455.00 | CPR/FA STAFF TRAINING -FR |
| 001-0730-443.23-04 | REC055 | ULINE, INC. | 118492 | 10/5/2022 | 153845590 | 715.28 | PALLET JACK FOR FROZEN |
| 560-0526-494.23-07 | 2301GC | TPC | 118491 | 10/5/2022 | 7078171A | 14.75 | SUPPLIES |
| 560-0711-494.22-02 | | ONMEDIA | 118488 | 10/5/2022 | 538698 | 2,100.00 | ONMEDIA ADVERTISING |
| 560-0711-494.22-02 | | THREE BRIDGES | 118490 | 10/5/2022 | 0000542 | 150.00 | EMAIL MARKETING |
| 560-0711-494.23-07 | | ALL STAR PRO GOLF, INC. | 118474 | 10/5/2022 | INV29168 | 50.60 | PENCILS |
| 560-0711-494.23-07 | | ALL STAR PRO GOLF, INC. | 118474 | 10/5/2022 | INV29361 | 383.02 | PENCILS |
| 560-0711-494.23-07 | | FIBERBUILT | 118481 | 10/5/2022 | SIP00103 | 260.00 | RANGE TEES AND BASES |
| 560-0713-494.23-07 | | MARTIN BROTHERS DISTRIBUTING C( | 118485 | 10/5/2022 | 9649742A | 479.59 | SUPPLIES |
| 560-0713-494.23-07 | | TPC | 118491 | 10/5/2022 | 7078171 | 31.58 | SUPPLIES |
| 560-0713-494.23-26 | | COCA-COLA ATLANTIC BOTTLING CO | 118478 | 10/5/2022 | 3516604 | 592.02 | POP FOR RESALE |
| 560-0713-494.23-26 | | MARTIN BROTHERS DISTRIBUTING C( | 118485 | 10/5/2022 | 9649742 | 3,194.62 | FOOD FOR RESALE |
| 560-0713-494.23-27 | | IOWA BEVERAGE SYSTEMS INC | 118336 | 9/21/2022 | W-4491300 | 1,478.65 | BEER FOR RESALE |
| 560-0713-494.23-27 | | 7G DISTRIBUTING LLC | 118337 | 9/21/2022 | 56355 | 1,184.95 | BEER FOR RESALE |
| 560-0713-494.23-27 | | 7G DISTRIBUTING LLC | 118337 | 9/21/2022 | 311495-CR | -799.65 | CREDIT FOR DUPLICATE PAYM |
| 560-0713-494.23-27 | | IOWA BEVERAGE SYSTEMS INC | 118353 | 9/28/2022 | W-4497662 | 938.05 | BEER FOR RESALE |
| 560-0713-494.23-27 | | LOTA SPIRITS DISTRIBUTING, LLC | 118354 | 9/28/2022 | 38619 | 1,127.12 | LIQUOR FOR RESALE |
| 560-0715-494.22-99 | | MILLENNIUM WASTE, INC. | 118486 | 10/5/2022 | 3383254T081 | 182.70 | DUMPSTER SERVICE |
| 560-0715-494.22-99 | | PS3 ENTERPRISES, INC | 118489 | 10/5/2022 | 137942 | 442.00 | PORTA POTS |
| 560-0715-494.23-07 | | K & K HARDWARE | 118484 | 10/5/2022 | 207565 | 18.82 | NUTS AND BOLTS |
| 560-0715-494.23-24 | | BATTERIES + BULBS | 118476 | 10/5/2022 | P54847617 | 166.39 | BATTERY |
| 560-0715-494.23-24 | | MULGREW OIL & PROPANE | 118487 | 10/5/2022 | 93932006 | 1,703.76 | GASOLINE |
| 560-0715-494.23-25 | | D & K PRODUCTS | 118480 | 10/5/2022 | 0551534-IN | 4,784.80 | FERTILIZER |
| 560-0715-494.23-25 | | UNITED SEEDS, INC. | 118493 | 10/5/2022 | 22-14611-OP | 855.00 | GRASS SEED |

# City of Bettendorf Parks Accounts Payable 10-04-22 Meeting

| Account Number | Project # | Vendor Name | Ck # | Ck date | Invoice Number | Amount | Description |
|---|---|---|---|---|---|---|---|
| 570-0526-494.22-99 | 2301LF | CINTAS LOC 23M | 118477 | 10/5/2022 | 4130999561 | 48.79 | MAT CLEANING SERVICE |
| 570-0526-494.22-99 | 2301LF | CINTAS LOC 23M | 118477 | 10/5/2022 | 4126896150 | 54.79 | MAT CLEANING SERVICE |
| 570-0526-494.22-99 | 2301LF | CINTAS LOC 23M | 118477 | 10/5/2022 | 4128268593 | 48.79 | MAT CLEANING SERVICE |
| 570-0526-494.22-99 | 2301LF | CINTAS LOC 23M | 118477 | 10/5/2022 | 4129628146 | 54.79 | MAT CLEANING SERVICE |
| 570-0526-494.22-99 | 2301LF | CULLIGAN OF DAVENPORT | 118479 | 10/5/2022 | 0490479 | 60.95 | SALT FOR WATER SOFTENER |
| 570-0526-494.22-99 | 2301LF | CULLIGAN OF DAVENPORT | 118479 | 10/5/2022 | 0491740 | 60.95 | SALT FOR WATER SOFTENER |
| 570-0703-494.22-99 | REC015 | JOHANNES BUS SERVICE, INC. | 118483 | 10/5/2022 | 44162 | 350.00 | DAY CAMP BUS - AUGUST |
| 570-0703-494.23-07 | | JACOBS, ISAAC | 118482 | 10/5/2022 | 090922 | 15.00 | STORAGE SHELVES |
| 570-0706-494.13-03 | | AMERICAN RED CROSS | 118475 | 10/5/2022 | 22478737 | 140.00 | LFC CPR TRAINING - 8/30/2 |
| 575-0000-353.02-02 | | FRIENDS OF THE BETTENDORF PARK | 118335 | 9/21/2022 | 091522 | 686.47 | 2022 DOGGY SPLASH PROFIT |
| 575-0704-494.23-03 | SPL009 | MARTIN BROTHERS DISTRIBUTING C( | 118485 | 10/5/2022 | 9556244B | 573.03 | CONCESSIONS FOR RESALE |
| | | | | | | 24,391.25 | |