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

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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, DECEMBER 5, 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. PRESENTATIONS

- Q1 FY23 Business and Economic Growth Report – LaDrina Wilson, CEO and Julie Forsythe, Sr. Vice President, Business & Economic Growth, Quad Cities Chamber of Commerce

II. CONSENT AGENDA ITEMS

- Resolution approving a site development plan for proposed Lot 1, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-072) – Community Development Director Mark Hunt ***(See Consent Agenda I)***

- Resolution approving a site development plan for proposed Lot 2, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-073) – Community Development Director Mark Hunt ***(See Consent Agenda J)***

- Resolution approving a site development plan for proposed Lot 3, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-074) – Community Development Director Mark Hunt ***(See Consent Agenda K)***

- Resolution approving a site development plan for 5221 Competition Drive, submitted by Joel Jackson (Case 22-084) – Community Development Director Mark Hunt ***(See Consent Agenda L)***

- Resolution approving a site development plan for 2564 Middle Road, submitted by Switch Homes of Dubuque (Case 22-087) – Community Development Director Mark Hunt ***(See Consent Agenda M)***

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 the preliminary plat of Pearce Subdivision, submitted by Scott Pearce/ Blue Water Group (Case 22-088) – Community Development Director Mark Hunt ***(See Consent Agenda N)***

- Resolution approving and awarding the demolition contract for 3403 Overland Drive to Holst Trucking and Excavating, Inc. – Community Development Director Mark Hunt ***(See Consent Agenda O)***

III. PRESENTATIONS CONT'D

- Discussion of options to fill the 5th Ward Alderman position being vacated by Scott Webster – City Administrator Decker Ploehn and City Attorney Chris Curran

- CIP Review – Finance Director Jason Schadt, Public Works Director Brian Schmidt and Community Development Director Mark Hunt

IV. OPERATIONAL ITEMS

V. ITEMS ADDED BY MAYOR AND COUNCIL

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

Memorandum

To: Mayor and City Council

From: Decker Ploehn, City Administrator and Chris Curran, City Attorney

Date: December 2, 2022

Re: Options to fill vacant council position

Issue: Alderman Scott Webster has submitted his resignation to the Mayor and City Council, effective at 11:59 p.m. on December 31, 2022, following his successful election to the Iowa Senate. Pursuant to Iowa Code section 372.13, the City Council has two options in filling the vacancy: appointment or special election. As addressed in more detail below, if the City Council decides to proceed with an appointment, a citizen petition can be filed within two weeks of published notice of the intent to appoint or the appointment itself requesting that a special election be held. The Iowa League of Cities indicates that most cities go the appointment route, as it is typically faster and less expensive. An appointment is for the period until the next regular city election (November 7, 2023), unless there is an intervening special election.

Filling Vacancy by Appointment:

- If appointment is desired, the appointment must be made within 60 days from vacancy. If this does not occur, the city clerk notifies the county auditor and a special election is scheduled. Therefore, an appointment must be made between January 1, 2023 and March 1, 2023.
- Two notices are required: (1) notice of vacancy and request for application/resumes; (2) notice of intent to appoint.
- The notice of intent to appoint is required by Iowa Code section 372.13. Notice of intent to appoint must identify that the electors of the ward have the right to petition for a special election.
- Number of signatures required for special election: 15% of 404 that voted in last election from 5th Ward (i.e., 61 required signatures)
- Timing: must file petition within 14 days of publication of notice of intent to appoint or actual appointment, whichever is later
- Must carefully determine when to publish the notice of intent to appoint to coincide with when decision to appoint will be made. Procedurally, if the Council desires to make an appointment, it must give notice of its intent to do so between four and twenty days prior to the meeting at which the applicant is appointed.
- Iowa Code does not have a required procedure for determining candidates for appointment, with the exception that the candidate must reside in and be an eligible elector in the 5th Ward
- However, City Code section 1-6-4 sets forth the following regarding the appointment process:
    - Notice published indicating vacancy and requesting resumes of interested person
    - All resumes provided to the council
    - Council may hold special session to review and evaluate or conduct any interviews desired
    - Council shall then appoint a person for rest of unexpired term by resolution

- Staff recommends, if council desires to go the appointment route, that applications/resumes, utilizing questionnaire substantially similar to the form previously used, be accepted through January 6, 2023. The applications would be delivered to City Councilmembers for review. Presentations by applicants would be made to Council on January 16, 2023. Finally, staff suggests that a special meeting could be called for the week of January 23, 2023 (likely January 24) for Council to decide on the final appointment.

Filling Vacancy by Special Election:

- If a majority of City Council calls for a special election, Iowa Code indicates that such election shall take place as soon as practicable
- Staff conversation with Scott County Auditor Kerri Tompkins indicates the date of the special election would likely be March 7, 2023
- Cost for special election is approximately $8000- $10,000

Possible Agenda Items for December 6, 2022 Meeting:

Staff recommends that City Council commence the process to fill the vacancy as soon as possible. Ideally an item would be added to tomorrow's agenda, however, if more time is needed, the next meeting in December would also provide enough time to work through the process to fill the council vacancy. If City Council desires to add an item to the December 6, 2022 agenda, staff recommends a motion to add one of the following to the agenda:

1. Resolution Directing Staff to Publish Notice of Council Vacancy and Request for Applications and Resumes for Potential Appointment (Attachment #1)
2. Resolution Authorizing City Clerk to Notify the County Auditor of the Intent to Fill the Fifth Ward Alderman Position by Holding a Special Election (Attachment #2)

RESOLUTION _____ - 22

RESOLUTION DIRECTING STAFF TO PUBLISH NOTICE OF COUNCIL VACANCY AND REQUEST FOR APPLICATIONS AND RESUMES FOR POTENTIAL APPOINTMENT

WHEREAS, Fifth Ward Alderman Scott Webster has been elected to the Iowa Senate leaving his alderman position vacant effective January 1, 2023; and

WHEREAS, the City Council desires to notify the public of the vacancy on City Council and request applications/resumes from all interested and eligible persons; and

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

Staff is directed to publish notice, including through social media, identifying the Council vacancy, indicating the Council's desire to fill the position by appointment, and requesting applications/resumes from qualified individuals through January 6, 2023, with presentations from applicants to Council likely to take place on January 16, 2023, and a decision by Council likely to take place at a special meeting on or around January 24, 2023.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

DRAFT

RESOLUTION _____ - 22

RESOLUTION AUTHORIZING CITY CLERK TO NOTIFY THE COUNTY AUDITOR OF THE INTENT TO FILL THE FIFTH WARD ALDERMAN POSITION BY HOLDING A SPECIAL ELECTION

WHEREAS, Fifth Ward Alderman Scott Webster has been elected to the Iowa Senate;

WHEREAS, the City Council desires to fill this vacancy by holding a special election;

WHEREAS, the City Council understands the likely date for such special election is March 7, 2023.

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

1. That a special election for the vacant Fifth Ward Alderman seat be set for the earliest practicable date;

2. That the Clerk is directed to immediately notify the County Auditor of the City Council's desire to set a special election.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

DRAFT

CIP Summary

	FY23	FY24	FY25	FY26	FY27	FY28	Total
I-74	1,200,000	250,000	0	0	0	0	1,450,000
Quiet Zones	14,000	0	350,000	350,000	350,000	500,000	1,564,000
Bridge Program	102,500	85,000	60,000	85,000	60,000	85,000	477,500
Sidewalk Program	400,000	200,000	225,000	300,000	300,000	30,000	1,455,000
Alley Program	600,000	450,000	450,000	450,000	450,000	450,000	2,850,000
Resurfacing Program	815,000	750,000	750,000	750,000	750,000	750,000	4,565,000
Reconstruction Program	365,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,365,000
Patching Program	500,000	175,000	175,000	325,000	325,000	325,000	1,825,000
Arterial/Collector Plan	12,880,000	7,830,000	1,750,000	3,000,000	4,550,000	4,700,000	34,710,000
Ped. Bridge	500,000	1,750,000	6,000,000	2,000,000	0	0	10,250,000
Traffic	850,000	480,000	705,000	580,000	580,000	380,000	3,575,000
	18,226,500	**12,970,000**	**11,465,000**	**8,840,000**	**8,365,000**	**8,220,000**	**68,086,500**
Sanitary Sewer Projects	2,775,000	2,025,000	5,575,000	3,625,000	3,825,000	5,525,000	23,350,000
Storm Sewer Projects	1,647,500	1,425,000	1,475,000	1,200,000	1,200,000	1,025,000	7,972,500

	FY23	FY24	FY25	FY26	FY27	FY28	AVG
GO Bond Issue	13,000,000	11,000,000	10,000,000	8,500,000	8,500,000	8,500,000	9,916,667
Sewer SRF Issue	450,000	1,850,000	5,250,000	3,500,000	3,500,000	5,200,000	3,291,667
Storm Water GO Issue	0	2,280,000	0	0	0	0	380,000
Debt Levy Necessary	$ 4.85	$ 4.85	$ 4.85	$ 4.85	$ 4.85	$ 4.85	$ 4.85
Debt Limit Used @ FYE	52.20%	52.07%	51.60%	49.90%	49.83%	47.10%	44.39%

Capital Projects Fund
Estimated Cash Flow

	FY 22/23	FY 23/24A	FY 23/24B	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Cash balance Audit 6/30	**15,301,940.28**	**10,375,402.77**	**1,037,999.73**	**6,996,547.73**	**5,071,643.73**	**5,821,143.73**	**4,983,143.73**
AR from 6/30	295,598.87	-	-	-	-	-	-
AP from 6/30	(2,258,232.38)	-	-	-	-	-	-
Cash available	**13,339,306.77**	**10,375,402.77**	**1,037,999.73**	**6,996,547.73**	**5,071,643.73**	**5,821,143.73**	**4,983,143.73**
Revenues:							
Special assessments	2,000.00		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
ROW permits	-	-	-	-	-	-	-
State grants	921,270.00	316,026.00	45,635.00	91,269.00	1,837,500.00	-	-
Federal grants	5,777,022.00	342,261.00	842,261.00	684,521.00	-	-	-
Interest & lien interest	20,000.00		75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Land rental	15,000.00		15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Library donations	-	-	-	-	-	-	-
Miscellaneous	20,000.00	85,000.00	10,000.00	3,245,000.00	20,000.00	20,000.00	20,000.00
Other	-	-	-	-	-	-	-
Bond proceeds	13,000,000.00		11,000,000.00	10,000,000.00	8,500,000.00	8,500,000.00	8,500,000.00
GC Bonds Parks							
GC Bonds Palmer							
GC Bonds LFC							
GC Bonds winter project				700,000.00			
GC Bonds Fire station							
GC Bonds Library							
SRF Loan Proceeds	-	-	-	-	-	-	-
RR Settlement		3,000,000.00					
Transfer in Lib Gift/Daly	-	-	-				
Transfer in from Downtown for Fire Station							
Transfer in Gaming	555,000.00	250,000.00	-	150,000.00	-	-	-
Transfer in from Downtown							
Transfer in from Stormwater							
Transfer in from Risk							
Transfer in LOT	1,500,000.00	750,000.00	750,000.00	1,250,000.00	1,500,000.00	1,500,000.00	1,500,000.00
Total Revenues	**21,810,292.00**	**4,743,287.00**	**12,739,896.00**	**16,212,790.00**	**11,949,500.00**	**10,112,000.00**	**10,112,000.00**
Expenditures:	-	-	-	-	-	-	-
Bond issuance costs	(105,000.00)		(105,000.00)	(105,000.00)	(105,000.00)	(105,000.00)	(105,000.00)
ED Grant	(1,500,000.00)	(1,500,000.00)					
Transfer to vehicle	-		(650,000.00)	-	-	-	-
Transfer to Palmer Hills	-	-	-	-	-	-	-
Transfer to Splash Landing	-		(700,000.00)	-	-	-	-
Transfer to Daly	-	-	-	-	-	-	-
Transfer to Sports Center							
Transfer to General	-	-	-	-	-	-	-
Transfer to Road Use							
Transfer to Sewer							
Transfer to Stormwater							
Projects+	(23,169,196.00)	(12,580,690.04)	(5,326,348.00)	(18,032,694.00)	(11,095,000.00)	(10,845,000.00)	(9,495,000.00)
Total Expenditures	**(24,774,196.00)**	**(14,080,690.04)**	**(6,781,348.00)**	**(18,137,694.00)**	**(11,200,000.00)**	**(10,950,000.00)**	**(9,600,000.00)**
Estimated ending cash balance	**10,375,402.77**	**1,037,999.73**	**6,996,547.73**	**5,071,643.73**	**5,821,143.73**	**4,983,143.73**	**5,495,143.73**

City of Bettendorf
Debt Service Fund
FY 2023/24 Budget

Fiscal Year:	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Taxable property value	2,736,329,532	2,904,663,756	2,959,775,411	3,111,822,182	3,172,706,853	3,317,810,351
Percentage increase from previous year	5.16%	6.15%	1.90%	5.14%	1.96%	4.57%
Tax levy	4.85000	4.85000	4.85000	4.85000	4.85000	4.85000
Debt Service Fund:						
Property taxes levied	13,271,198	14,087,619	14,354,911	15,092,338	15,387,628	16,091,380
Delinquent taxes	7,000	7,000	7,000	7,000	5,000	5,000
Commercial Rollback back fill	237,183	175,924	125,660	100,528	75,396	50,264
Property tax replacements	375,576	350,000	350,000	350,000	350,000	350,000
Isle Payment in Lieu of Taxes (North Tower: $40M 2yrs, $30 2yrs)						
Mobile Home taxes	2,550	2,550	2,550	3,000	3,000	3,000
Intergovernmental	3,597	3,597	3,597	3,964	3,964	3,964
Interest	25,000	50,000	50,000	50,000	50,000	50,000
Transfer in from TIF			28,125	135,000	180,000	180,000
Transfers in				300,000		
Escrow fund						
Net Bond proceeds	-	-	-	-	-	-
Total revenues	13,922,104	**14,676,690**	**14,921,843**	**16,041,830**	**16,054,988**	**16,733,608**
Principal retirement & Interest	(13,741,009)	(14,926,792)	(15,346,061)	(16,237,090)	(15,852,315)	(16,588,475)
Payment to escrow agent						
Bond issuance costs	-	-	-	-	-	-
Total expenditures	**(13,741,009)**	**(14,926,792)**	**(15,346,061)**	**(16,237,090)**	**(15,852,315)**	**(16,588,475)**
Transfer out to Stormwater	-	-	-	-	-	-
Transfer out to Family Museum	-	-	-	-		-
Total expenditures & transfers out	**(13,741,009)**	**(14,926,792)**	**(15,346,061)**	**(16,237,090)**	**(15,852,315)**	**(16,588,475)**
Revenue & other financing sources over(under) expenditures and other financing uses	**181,095**	**(250,102)**	**(424,218)**	**(195,260)**	**202,673**	**145,133**
Beginning fund balance	**759,055**	**940,149**	**690,048**	**265,830**	**70,569**	**273,243**
Ending fund balance	**940,149**	**690,048**	**265,830**	**70,569**	**273,243**	**418,376**

City of Bettendorf

Fiscal Year	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Residential	3,690,736,681	3,764,551,415	3,937,710,714	4,057,264,928	4,240,669,201	4,366,282,585
Res new	-	40,000,000	40,000,000	40,000,000	40,000,000	40,000,000
Ag	5,569,260	5,569,260	5,569,260	5,569,260	5,569,260	5,569,260
Commercial	502,961,732	522,756,158	565,942,066	584,431,197	621,275,509	627,488,264
TIF rebates commercial	141,003,143	113,396,178	109,542,667	123,126,000	108,205,467	108,205,467
TIF rebates multi res	5,628,194	24,070,796	24,070,796	24,070,796	24,070,796	24,070,796
Industrial	40,698,189	40,698,189	40,698,189	40,698,189	40,698,189	40,698,189
Multiresidential	174,617,431	218,109,780	228,562,524	239,276,587	250,258,502	256,514,964
Utilities	12,293,539	12,539,410	12,790,198	13,046,002	13,306,922	13,573,060
Military	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)
Gas & Electric Utility	189,066,629	191,902,628	194,781,168	197,702,885	200,668,429	203,678,455
Total	**4,759,457,882**	**4,930,476,898**	**5,156,550,667**	**5,322,068,930**	**5,541,605,359**	**5,682,964,126**
	8.874%	**3.593%**	**4.585%**	**3.210%**	**4.125%**	**2.551%**
ck to below	**-**	**-**	**-**	**-**	**-**	**-**
100% assessed valuation	$ 4,432,505,026	$ 4,628,295,007	$ 4,855,343,748	$ 5,004,356,960	$ 5,235,848,380	$ 5,374,197,120
Plus: Public gas and electric utilities	189,066,629	191,902,628	194,781,168	197,702,885	200,668,429	203,678,455
Plus: Captured tax increment value	141,003,143	113,396,178	109,542,667	123,126,000	108,205,467	108,205,467
Less: Military exemption	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)	(3,116,916)
Total assessed valuation of the property	**$ 4,759,457,882**	**$ 4,930,476,898**	**$ 5,156,550,667**	**$ 5,322,068,930**	**$ 5,541,605,359**	**$ 5,682,964,126**
Debt limit, 5% of total actual valuation	**$ 237,972,894**	**$ 246,523,845**	**$ 257,827,533**	**$ 266,103,446**	**$ 277,080,268**	**$ 284,148,206**
Debt applicable to debt limit:						
GO Bonds	116,856,575	118,089,315	118,741,074	116,418,437	114,424,984	111,708,076
Refunded GO bonds, Crossover	-	-	-	-	-	-
Debt service TIF revenue bonds	-	-	-	-	-	-
Enterprise general obligation bonds	7,381,936	10,289,203	14,298,637	16,370,699	23,633,335	22,137,692
Total outstanding GO debt:	**124,238,511**	**128,378,518**	**133,039,711**	**132,789,136**	**138,058,319**	**133,845,768**
Legal debt margin	**$ 113,734,383**	**$ 118,145,327**	**$ 124,787,822**	**$ 133,314,310**	**$ 139,021,949**	**$ 150,302,438**
Percentage of debt margin used:						
Legal debt margin available	47.80%	47.93%	48.40%	50.10%	50.17%	52.90%
GO Bonds paid by TIF	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
GO Bonds paid by user fees (Enterprise funds	3.10%	4.17%	5.55%	6.15%	8.53%	7.79%
GO bonds	49.10%	47.90%	46.05%	43.75%	41.30%	39.31%
Refunded bonds	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total debt margin used	**52.20%**	**52.07%**	**51.60%**	**49.90%**	**49.83%**	**47.10%**
Debt Levy Rate(per $1,000 taxable valuation)	**4.85**	**4.85**	**4.85**	**4.85**	**4.85**	**4.85**

2023 Bond Sale Calendar	
12/6/22	Set the Public Hearing on the sale of bonds
12/20/22	Hold the Public Hearing on the sale of bonds
Week of 1/2/23	Moody's Rating Call
1/3/23	Council approves notice of sale, electronic bidding and preliminary Official Statement
1/17/23	Sale and consideration of bonds by Council
2/7/23	Authorization of issuance of bonds by Council

FY 23/24 Budget Calendar	
1/30-2/3/23	Informational Meetings – Budget Highlights
2/6/23	Presentation of FY 23/24 Budget
2/11/23	Saturday Budget Workshop
2/21/23	Set the date for a public hearing on the Maximum Property Tax Dollars resolution
3/7/23	Public Hearing on the Maximum Property Tax Dollars resolution, and, Set the date for a public hearing on the adoption of the FY 23/24 Budget
3/21/23	Public Hearing and adoption of FY 23/24 Budget

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
I-74 Bridge - Bettendorf Commitment															
1	I-74 Loop Ramp Rock Excavation, Detention Basin Sign and Fountains, IA-Bound Off-Ramp Sign and Landscape, Rec Trail Signage, Parking Lot	PW0404	G.O. Bonds	50,000	150,000	200,000	250,000		250,000						250,000
2	Downtown Traffic Improvements - Fiber, Lighted Street Signs, etc. (City's OWN PROJECT)	PW0431	G.O. Bonds			0			0						0
3	I-74 Letdown Structure (Elevator) - Design/Construction Engineering/Construction	PW0401	G.O. Bonds		1,000,000	1,000,000			0						0
4	I 74 Aesthetic Lighting	PW0402	G.O. Bonds			0			0						0
5	I 74 Identity Elements	PW0403	G.O. Bonds			0			0						0
6	I 74 Local Road Lighting & Signals	PW0405	G.O. Bonds			0			0						0
7	I 74 Local Road Improvements	PW0406	G.O. Bonds			0			0						0
8	I 74 Mississippi River Crossing Multi-Use Trail (Iowa side) - At grade multi-use trail costs includes trail lighting costs	PW0407	G.O. Bonds			0			0						0
9	I 74 Landscaping Urban Park & Plaza - Design/Construction	PW0408	G.O. Bonds			0			0						0
10	I 74 Overlook Surfacing & Benches	PW0409	G.O. Bonds			0			0						0
11	I 74 FUTURE change orders	PW0406	G.O. Bonds			0			0						0
12	Prepaid/Long Term Payable		G.O. Bonds			0			0						0
13	**I-74 City Obligation - PROJECTED ANNUAL PAYMENT TO STATE (Total due by 7/1/22)**		**G.O. Bonds**	**50,000**	**1,150,000**	**1,200,000**	**250,000**	**0**	**250,000**	**0**	**0**	**0**		**0**	250,000
Community & Economic Development:															0
14	HMGP Buyout Program - Flood Mitigation Assistance Program - FED SHARE 75%	CD0080	Federal Aid	229,278	30,000	259,278									0
15	HMGP Buyout Program - Flood Mitigation Assistance Program - STATE SHARE 10%	CD0080	State Aid	30,570	4,000	34,570									0
16	HMGP Buyout Program - Flood Mitigation Assistance Program - CITY SHARE 15%	CD0080	SRF Funds - State of Iowa	45,856	6,000	51,856									0
17	HMGP Buyout Program - Flood Mitigation Assistance Program - FED SHARE 90%	CD0107	Federal Aid	410,713	410,713	821,426	410,713	410,713	821,426	410,713					1,232,139
18	HMGP Buyout Program - Flood Mitigation Assistance Program - STATE SHARE 10%	CD0107	State Aid	45,635	45,635	91,270	45,635	45,635	91,270	91,269					182,539
20	I-80 Water Main Extension (16 inch main)	ED0014	G.O. Bonds			0								200,000	0
21	I-80 Water Main Extension - American Water Contribution (16 inch main)	ED0014	Other			0								100,000	0

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Miscellaneous Public Works Projects															0
22	Boulevard restoration offset with funding from grading permit	PW0074	Other	10,000	10,000	20,000	10,000	10,000	20,000	20,000	20,000	20,000	20,000		100,000
23	Retaining Wall Restoration Program	PW0497	G.O. Bonds	105,000	55,000	160,000		50,000	50,000		50,000		50,000		150,000
24	CIP Final Row Surveys	PW0039	G.O. Bonds	5,000	5,000	10,000	5,000	5,000	10,000	10,000	10,000	10,000	10,000		50,000
25	Tree Removal in Parks	PW0512	G.O. Bonds	25,000		25,000			0	25,000	25,000	25,000	25,000		100,000
26	RR Quiet Zone Feasability	PW0570	G.O. Bonds	14,000		14,000			0						0
27	RR Quiet Zone Constructions		G.O. Bonds						0	350,000	350,000	350,000	500,000		1,550,000
28	Public Works Contingency	PW0513	G.O. Bonds	50,000	50,000	100,000	25,000	50,000	75,000	75,000	75,000	100,000	100,000		425,000
Bridge Maintenance Program															0
29	Bi-Annual Funding - Inspection including Recreation Bridges	PW0283	G.O. Bonds			0	25,000		25,000		25,000		25,000		75,000
30	Middle Road Bridge over Duck Creek		Federal Aid			0			0					2,000,000	0
31	Middle Road Bridge over Duck Creek		G.O. Bonds			0			0					500,000	0
32	Indiana Ave Bridge over Spencer Creek	PW0480	G.O. Bonds			0			0						0
33	Indiana Ave Bridge over Spencer Creek	PW0480	Federal Aid	42,500		42,500			0						0
34	Annual Bridge Repair Funding		G.O. Bonds			0			0	60,000	60,000	60,000	60,000		240,000
35	Bridge Repair Program 2022	PW0514	G.O. Bonds	20,000		20,000			0						0
36	Bridge Repair Program 2023	PW0573	G.O. Bonds		40,000	40,000	60,000		60,000						60,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Sidewalk Program															0
37	Annual Funding - Repairs and pedestrian ramps		G.O. Bonds			0			0	200,000	250,000	250,000	250,000		950,000
38	Sidewalk Repair and Pedestrian Ramps 2024	PW0574	G.O. Bonds			0		50,000	50,000						50,000
39	Sidewalk Repair and Pedestrian Ramps 2023	PW0549	G.O. Bonds		50,000	50,000	125,000		125,000						125,000
40	Sidewalk Repair and Pedestrian Ramps 2022	PW0550	G.O. Bonds	300,000		300,000			0						0
41	Separated and Recreation Trails - repairs to existing	PW0258	G.O. Bonds	25,000	25,000	50,000	0	25,000	25,000	25,000	50,000	50,000	50,000		200,000
42	Duck Creek Recreation Trails Resurfacing Approximately 1 mile each section	PW0483	G.O. Bonds			0			0						0
43	Devils Glen Recreational Trail - Middle to Belmont	PW0552	G.O. Bonds			0			0					325,000	0
44	U.S. 67 Trail Extension (North side - Duck Creek to Brennys)	PW0547	Sales Tax & Interest			0			0					150,000	0
Alley Rehabilitation Program															0
45	Annual Funding		G.O. Bonds			0			0	450,000	450,000	450,000	450,000		1,800,000
46	Alley Rehabilitation Program 2024	PW0575	G.O. Bonds			0		100,000	100,000						100,000
47	Alley Rehabilitation Program 2023	PW0553	G.O. Bonds		100,000	100,000	350,000		350,000						350,000
48	Alley Rehabilitation Program 2022	PW0554	G.O. Bonds	500,000		500,000			0						0
Street Resurfacing Program															0
49	Annual Street Resurfacing Program		G.O. Bonds			0			0	750,000	750,000	750,000	750,000		3,000,000
50	Street Resurfacing Program 2024	PW0576	G.O. Bonds			0		350,000	350,000						350,000
51	Street Resurfacing Program 2023	PW0555	G.O. Bonds		350,000	350,000	400,000		400,000						400,000
52	Street Resurfacing Program 2022	PW0556	G.O. Bonds	465,000		465,000			0						0

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Street Reconstruction Program															0
53	Annual Funding		G.O. Bonds			0	500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		5,000,000
54	Kynnelworth Drive (North Half)	PW0558	G.O. Bonds	365,000		365,000			0						0
55	Alley between Grant/State from 6th - 10th		G.O. Bonds			0			0					300,000	0
Diamond Grinding Program															0
56	Bi-Annual Diamond Grinding Program		G.O. Bonds			0								150,000	0
Full Depth Patching Program															0
57	Annual Full Depth Patching Supplement		G.O. Bonds			0			0	175,000	325,000	325,000	325,000		1,150,000
58	Full Depth Patching Supplement 2024	PW0578	G.O. Bonds			0		175,000	175,000						175,000
59	Full Depth Patching Supplement 2023	PW0577	G.O. Bonds		175,000	175,000			0						0
60	Full Depth Patching Supplement 2022	PW0572	G.O. Bonds	325,000		325,000			0						0
61	Full Depth Patching Supplement 2021	PW0518	G.O. Bonds			0			0						0
Rural Road Sealcoating Program															0
62	Bi-Annual Funding	PW0294	G.O. Bonds						0	150,000		150,000			300,000
City/Park Parking Lot & Park Roadway Maintenance Program															0
63	Annual Program		Sales Tax & Interest			0			0	150,000	150,000	150,000	150,000		600,000
64	City Parking Lot Repair Program 2023	PW0579	Sales Tax & Interest			0	150,000		150,000						150,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Arterial/Collector Plan															0
65	Forest Grove Paving - International to Middle	PW0381	G.O. Bonds	375,000	1,410,000	1,785,000	5,010,000		5,010,000						5,010,000
66	Forest Grove Paving - International to Middle STBG & ICAAP Grants	PW0381	Federal Aid	1,450,000	3,600,000	5,050,000			0						0
67	Forest Grove Utility Burial	PW0520	G.O. Bonds	650,000		650,000			0						0
68	Middle Rd & Forest Grove Dr East Side Development - Internal Roads and Trails	PW0561	G.O. Bonds	750,000	150,000	900,000			0						0
69	Middle Rd & Forest Grove Dr East Side Development - Additional Roundabout & Expansion of Forest Grove	PW0562	G.O. Bonds	400,000	1,500,000	1,900,000	2,000,000		2,000,000						2,000,000
70	Middle Rd & Forest Grove Dr East Side - RISE Grant	PW0562	State Aid	580,000	250,000	830,000	270,391		270,391						270,391
71	Middle Rd Pedestrian Bridge & Rec Trails	PW0580	CP					1,500,000	1,500,000	1,500,000					
72	Middle Rd Pedestrian Bridge & Rec Trails	PW0580	Other						0	1,000,000					
73	Middle Rd Pedestrian Bridge & Rec Trails	PW0580	G.O. Bonds		500,000	500,000	250,000		250,000	3,500,000	2,000,000				5,750,000
74	Indiana Ave Full Depth Reclamation - I-80 / Middle Rd to Wells Ferry Rd	PW0563	G.O. Bonds			0			0					1,375,000	0
75	Criswell St Full Depth Reclamation - Forest Grove Dr to Valley Dr	PW0564	G.O. Bonds			0		300,000	300,000	800,000					1,100,000
76	Maplecrest Road: Stafford Blvd to Genesis Reconstruction	PW0493	G.O. Bonds			0			0				1,000,000		1,000,000
77	Maplecrest Road: 18th St to Genesis Reconstruction	PW0521	G.O. Bonds			0			0			850,000			850,000
78	23rd Street: Middle Road to Lincoln Rd Resurfacing	PW0522	G.O. Bonds		700,000	700,000			0						0
79	23rd Street: Lincoln Road to Central Ave Resurfacing	PW0523	G.O. Bonds			0			0					700,000	0
80	29th Street: Maplecrest Road to Middle Rd reconstruction	PW0524	G.O. Bonds			0			0			1,000,000			1,000,000
81	Middle Road and 18th Intersection Reconstruction & Traffic Signals	PW0525	G.O. Bonds			0			0					750,000	0
82	Middle Road: Belmont to Woodfield Drive - resurfacing	PW0388	G.O. Bonds			0			0						0
83	Middle Road: South of Crow Creek to Round-about @ 53rd	PW0526	G.O. Bonds			0			0						0
84	Middle Road Woodfield to Tanglefoot - widening and relocation of rec trail	PW0527	G.O. Bonds			0			0					1,000,000	0
85	Middle Road: Spruce Hills Intersection	PW0528	G.O. Bonds			0			0					500,000	0

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
86	18th St Reconstruction (53rd to St Andrews Cir)	PW0529	G.O. Bonds			0		250,000	250,000	950,000					1,200,000
87	18th St Reconstruction (St Andrews Cir to Barcelona)	PW0530	G.O. Bonds			0			0						0
88	53rd Ave Widening Devils Glen to Middle (Both Sides)	PW0531	G.O. Bonds			0			0			1,300,000			1,300,000
89	Tanglewood Rd Reconstruction - Devils Glen to Grey Hawk	PW0533	G.O. Bonds	1,065,000		1,065,000			0						0
90	Central Ave Resurfacing 14th St to Pius Ln)	PW0535	G.O. Bonds			0			0		1,162,500				1,162,500
91	Central Ave Resurfacing 14th St to Pius Ln)	PW0535	State Aid			0			0		1,837,500				1,837,500
92	18th St PCC Rehab (53rd Ave to Navajo Dr)	PW0537	G.O. Bonds			0			0				500,000		500,000
93	Devils Glen Resurfacing (Middle Rd to Tanglefoot)	PW0539	G.O. Bonds			0			0				1,000,000		1,000,000
94	Devils Glen Resurfacing (Halycon to Middle Rd)	PW0540	G.O. Bonds			0			0				1,000,000		1,000,000
95	Devils Glen Resurfacing (State to Halycon)	PW0541	G.O. Bonds			0			0				1,200,000		1,200,000
96	Devils Glen Widening (53rd to Forest Grove	PW0566	G.O. Bonds			0			0			1,400,000			1,400,000
97	Kimberly Rd / Middle Rd / Burlington Coat Factory Entrance Reconfiguration	PW0567	G.O. Bonds			0			0					900,000	0
98	Valley View & Dodds Dr Rehabilitation	PW0542	G.O. Bonds			0			0					450,000	0

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Traffic															0
99	Lighted Street Signs at Main Intersections	CD0067	G.O. Bonds	15,000	15,000	30,000	15,000	15,000	30,000	30,000	30,000	30,000	30,000		150,000
100	Video Enhancement & Repair	CD0051	G.O. Bonds	20,000	20,000	40,000	20,000	20,000	40,000	40,000	40,000	40,000	40,000		200,000
101	Video Enhancement - Other	CD0082	Sales Tax & Interest	15,000	15,000	30,000	15,000	15,000	30,000	30,000	30,000	30,000	30,000		150,000
102	Software Licensing	CD0108	Sales Tax & Interest	40,000		40,000	40,000		40,000	40,000	40,000	40,000	40,000		200,000
103	Traffic Studies	CD0022	G.O. Bonds	15,000	10,000	25,000	15,000	10,000	25,000	25,000	25,000	25,000	25,000		125,000
104	Middle Rd & I-74 TSL	CD0102	G.O. Bonds	60,000		60,000			0						0
105	Middle Rd & 29th St / PHGC TSL	CD0104	G.O. Bonds	260,000		260,000			0						0
106	Equipment Upgrades (Servers, Switches, Computers)	CD0105	G.O. Bonds	75,000	75,000	150,000			0						0
107	Hopewell Ave & Middle Rd Temporary Signals	CD0106	G.O. Bonds			0			0						0
108	Spruce Hills Guardrail	PW0568	G.O. Bonds			0			0						0
109	Downtown Decorative Light Pole Bulb Replacement	CD0109	G.O. Bonds			0			0			200,000			200,000
110	6th St and River Drive Intersection	CD0110	G.O. Bonds			0			0		200,000				200,000
111	Forest Grove & Spring Creek Temporary Traffic Signals	CD0111	G.O. Bonds			0	100,000		100,000						100,000
112	Forest Grove Dr & Devils Glen Traffic Signal	CD0113	G.O. Bonds			0			0	325,000					325,000
113	New Street Lights Installation Program	CD0114	G.O. Bonds	5,000	20,000	25,000	15,000	10,000	25,000	25,000	25,000	25,000	25,000		125,000
114	Fiber Optic Cabling	2CD005	G.O. Bonds	15,000	15,000	30,000	15,000	15,000	30,000	30,000	30,000	30,000	30,000		150,000
115	Fiber Optic Network Replacement	CD0112	G.O. Bonds			0			0					750,000 (Annually for 5 years)	0
116	LED signal head lens replacement	2CD011	G.O. Bonds	10,000	10,000	20,000	10,000	10,000	20,000	20,000	20,000	20,000	20,000		100,000
117	Speed Signs by various schools	CD0054	Sales Tax & Interest	10,000	10,000	20,000	10,000	10,000	20,000	20,000	20,000	20,000	20,000		100,000
118	Pre-emption Upgrades - To Allow Emergency vehicles to Change Signals	2CD010	G.O. Bonds	10,000	10,000	20,000	10,000	10,000	20,000	20,000	20,000	20,000	20,000		100,000
119	Traffic Signals & Mast Arms Upgrades	2CD009	G.O. Bonds	50,000	50,000	100,000	50,000	50,000	100,000	100,000	100,000	100,000	100,000		500,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Recreation Trails						0									0
120	Crow Creek Road 10 ft separated trail - Middle to Valley	PK0174	G.O. Bonds			0								1,250,000	0
121	Crow Creek Recreation Trail: Valley Dr to US 67 (including under bridges on both roads) to connect with existing recreation trail from US 67 @ Crow Creek to east City limits @ Harbor Dr ASPHALT	PK0181	Federal Aid			0								300,000	0
122	Crow Creek Recreation Trail: Valley Dr to US 67 (including under bridges on both roads) to connect with existing recreation trail from US 67 @ Crow Creek to east City limits @ Harbor Dr ASPHALT	PK0181	G.O. Bonds			0								300,000	0
Parks & Recreation															0
123	Crow Creek Park Interpretive trails, signage, etc	PK0156	Sales Tax & Interest			0			0					25,000	0
124	Forest Grove Park Ph. 3	PK0196	SCRA/RDA				453,951		453,951						453,951
125	Forest Grove Park Ph. 1B	PK0185	G.O. Bonds			0			0						0
126	Forest Grove Park Restoration	PK0186	Sales Tax & Interest			0			0						0
127	Lincoln Park RR		Sales Tax & Interest				75,000		75,000						
128	Lincoln Park RR		Other				75,000		75,000						
129	Splash Pads - Sales Tax	PK0198	Sales Tax & Interest			0			0					100,000	0
130	Splash Pads - GCP Bonds	PK0198	GCP Bonds			0			0					700,000	0
131	Frozen Landing Replacement/Upgrade	PK0199	Sales Tax & Interest			0			0	150,000					150,000
132	Frozen Landing Replacement/Upgrade	PK0199	GCP Bonds			0			0	700,000					700,000
133	Frozen Landing Replacement/Upgrade	PK0199	Other							2,000,000					
134	Frozen Landing Replacement/Upgrade	PK0199	Gaming Revenue		305,000	305,000			0	150,000					150,000
135	Park & Recreation Master Plan	1PK006	Sales Tax & Interest		40,000	40,000			0						0
136	Park playground equipment & Shelters	PK0165	Sales Tax & Interest	250,000	400,000	650,000	500,000		500,000	500,000	500,000	500,000	500,000		2,500,000
137	Leach Park Dredging/Boat Landing	2PK012	Sales Tax & Interest			0			0	75,000					75,000
138	Resurfacing Athletic Courts/Pathways/ Lots - Resurfacing Basketball Ct-Trails	9PK002	Sales Tax & Interest	100,000	100,000	200,000	150,000		150,000	150,000	150,000	150,000	150,000		750,000

	Project Description	*Project #*	*Anticipated Revenue Source*	*FY 22/23 7/1/22-12/31/22*	*FY 22/23 1/1/23-6/30/23*	*FY 22/23 Request*	*FY23/24 7/1/23 - 12/31/23*	*FY23/24 1/1/24 - 6/30/24*	*FY23/24 Request*	*FY24/25 Request*	*FY 25/26 Request*	*FY 26/27 Request*	*FY 27/28 Request*	*Unfunded*	*5-Year CIP Cost 23/24 - 27/28*
139	**Park Board Annual Funding using SALES TAX**			350,000	540,000	890,000	725,000	0	725,000	875,000	650,000	650,000	650,000	125,000	3,550,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
	MISCELLANEOUS CITY WIDE PROJECTS														0
140	LED Street Light Replacement - Residential Decorative Poles (Annual)		G.O. Bonds			0			0					100,000	0
141	Police Evidence Room Renovation		Sales Tax & Interest			0	25,000		25,000						25,000
142	PW Miscellaneous Office Furniture & Flooring	PW0426	Sales Tax & Interest	20,000		20,000			0						0
143	Public Works Car Wash Replacement - Transit ARPA Funding	PW0569	Federal Aid			0		500,000	500,000						500,000
144	Utility burial in alleys between 14th and 23rd		G.O. Bonds			0			0					1,000,000	0
145	Library - Landscaping	LB0025	Sales Tax & Interest	50,000		50,000			0						0
146	Library - Sorter Replacement		Sales Tax & Interest			0		200,000	200,000						200,000
147	Library Service Desk Reno		Sales Tax & Interest					40,000							
148	Library 24/7 Vending Machine		Other							225,000					
149	Library 24/7 Vending Machine		Sales Tax & Interest							75,000					
150	Library Meeting Room Furniture		Sales Tax & Interest									175,000			
151	Libray Building Expansion - Youth Services Area (Fund Raising or combination GC Bonds)		GCP Bonds			0			0					700,000	0
152	Riverfront Bollards Replacement - Isle to Leach Park	AD0029	Gaming Revenue		250,000	250,000	250,000		250,000						250,000
153	Generator Replacement (City Hall, Fire Stations)	AD0033	NEED			0			0					300,000	0
154	City Hall Elevator Replacement	AD0028	Sales Tax & Interest			0			0		75,000				75,000
155	Engineering Salaries & Benefits	pw0300	Misc	500,000	500,000	1,000,000	600,000	600,000	1,200,000	1,200,000	1,200,000	1,200,000			4,800,000
156	**TOTAL CIP PROJECTS**			**9,903,552**	**13,611,348**	**23,514,900**	**12,580,690**	**5,326,348**	**17,867,038**	**17,621,982**	**11,095,000**	**10,845,000**	**9,495,000**	**14,175,000**	66,924,020

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Road Use															0
1	Annual IDOT Full Depth Patching Program (State Street, Grant St and River Drive)		State Aid			0			0	75,000	75,000	75,000	75,000		300,000
2	IDOT Full Depth Patching Program 2024	RU0040	State Aid			0		75,000	75,000						75,000
3	IDOT Full Depth Patching Program 2023	RU0031	State Aid		75,000	75,000			0						0
4	Annual Full Depth Patching Program		Road Use			0			0	600,000	600,000	600,000	600,000		2,400,000
5	Full Depth Patching Program 2024	RU0041	Road Use			0		300,000	300,000						300,000
6	Full Depth Patching Program 2023	RU0033	Road Use		300,000	300,000	300,000		300,000						300,000
7	Full Depth Patching Program 2022	RU0034	Road Use	465,000		465,000			0						0
8	Annual street markings/painting Program		Road Use			0	220,000		220,000	220,000	220,000	220,000	220,000		1,100,000
9	Pavement Markings Program 2022	RU0035	Road Use	210,000		210,000			0						0
10	Street Resurfacing Supplement		Road Use	250,000	250,000	500,000		250,000	250,000	250,000	250,000	250,000	250,000		1,250,000
11	Public Works Hoop Building Salt Dome Replacement Cover	RU0036	Road Use		200,000	200,000			0						0
Pavement Preservation															0
12	Pavement Preservation - Annual Funding		Road Use			0			0	100,000	100,000	100,000	100,000		400,000
13	Pavement Preservation Program 2022	RU0037	Road Use		70,000	70,000		70,000	70,000						70,000
14	Bituminous Fog Seal Program 2022	RU0038	Road Use		30,000	30,000		30,000	30,000						30,000
15	**TOTAL ROAD USE PROJECTS**			**925,000**	**925,000**	**1,850,000**	**520,000**	**725,000**	**1,245,000**	**1,245,000**	**1,245,000**	**1,245,000**	**1,245,000**	**0**	6,225,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Palmer Hills Golf Enterprise Fund:															0
1	Tee box and Sand Trap improvements	2GC004	Sales tax & Interest			0	30,000		30,000		30,000		30,000		90,000
2	Cart Path Improvements	2GC011	Sales tax & Interest	30,000		30,000			0	50,000		50,000			100,000
3	New Restrooms & Parking	2GC027	Sales Tax & Interest			0			0					400,000	0
4	Redesign #11		Sales tax & Interest			0			0					100,000	0
5	Green Drainage Improvement	2GC026	GCP Bonds			0			0					50,000	0
6	**Total Palmer Hills Enterprise Fund**			**30,000**	**0**	**30,000**	**30,000**	**0**	**30,000**	**50,000**	**30,000**	**50,000**	**30,000**	**550,000**	190,000
Downtown Improvements:															0
1	City Hall Plaza Maintenance	DT0032	Existing Fund Balance		100,000	100,000									0
2	Entry Signage City Wide	DT0033	Existing Fund Balance		350,000	350,000									0
3	Business Assistance	DT0012	Sales Tax & Interest	95,000		95,000	95,000		95,000	95,000	95,000	95,000	95,000		475,000
4	**Total Downtown Improvements**			**95,000**	**450,000**	**545,000**	**95,000**	**0**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**0**	475,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Splash Landing:															0
1	Major renovation or improvements	2PL001	Sales tax & Interest			0			0						0
2	Splash Landing Replacement	2PL005	ARPA		1,117,000	1,117,000	4,347,017		4,347,017						4,347,017
3	Splash Landing Replacement	2PL005	YMCA		0	0	6,000,000		6,000,000						6,000,000
4	Splash Landing Replacement	2PL005	SCRA/RDA			0		5,000,000	5,000,000						5,000,000
5	Splash Landing Replacement	2PL005	Other					2,000,000	2,000,000						2,000,000
6	Splash Landing Replacement	2PL005	GCP Bonds												0
7	Splash Landing Replacement	2PL005	Gaming Revenue					535,983	535,983						535,983
8	Splash Landing Replacement	2PL005	Sales tax & Interest			0			0						0
9	**Total Splash Landing Fund**			**0**	**1,117,000**	**1,117,000**	**10,347,017**	**7,535,983**	**17,883,000**	**0**	**0**	**0**	**0**	**0**	17,883,000
Family Museum for Arts & Science Funds:															0
1	Renovate Traveling Gallery Space		Sales tax & Interest		50,000	50,000			0	200,000					200,000
2	Renovate Traveling Gallery Space		Other			0		200,000	200,000						200,000
3	Driveway Gates	FM0030	Sales tax & Interest						0						0
4	Permanent Garage outside - cold storage		Sales tax & Interest	0		0			0						0
5	Roof Replacement (projected replacement in 2025)	FM0023	Sales tax & Interest			0	300,000		300,000						300,000
6	**Total Family Museum**			**0**	**50,000**	**50,000**	**300,000**	**200,000**	**500,000**	**200,000**	**0**	**0**	**0**	**0**	700,000
QC Convention Center															0
1	Various Improvements	AD0004	Existing fund balance	153,500		153,500	234,000		234,000	175,000	270,000	0			679,000
2	**Total QC Convention Center**			**153,500**	**0**	**153,500**	**234,000**	**0**	**234,000**	**175,000**	**270,000**	**0**	**0**	**0**	679,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Sewer Enterprise Fund:															0
	Projected Future Rate Increases														0
1	Forest Grove Sanitary Extension	SW0095	Sewer Revenue Bonds	825,000		825,000			0						0
2	Hopewell Interceptor Sanitary Extension (Hopewell to Forest Grove)	SW0096	Sewer Revenue Bonds		525,000	525,000			0						0
3	Tanglewood Sewer Extension	SW0097	Sewer Revenue Bonds			0	400,000		400,000						400,000
4	East Pigeon Creek Interceptor Sanitary Extension (East of Century Heights)	SW0098	Sewer Revenue Bonds		150,000	150,000			0						0
5	Middle Rd & Forest Grove Dr East Side Development - Sanitary Extension	SW0099	Sewer Revenue Bonds	500,000		500,000			0						0
6	Annual Pipe Lining / Manhole Repairs		Sewer Revenue Bonds			0			0		500,000				500,000
7	Annual Local Sewers investigative & rehabilitation		Sewer Revenue Bonds			0			0	150,000	150,000	150,000	150,000		600,000
8	Local Sewer Rehab Program 2024	SW0102	Sewer Revenue Bonds			0		75,000	75,000						75,000
9	Local Sewer Rehab Program 2023	SW0101	Sewer Revenue Bonds		75,000	75,000	75,000		75,000						75,000
10	Local Sewer Rehab Program 2022	SW0100	Sewer Revenue Bonds	75,000		75,000			0						0
11	Alley between Grant/State from 6th - 10th		Sewer Revenue Bonds			0			0					150,000	0
12	McClure Sanitary Sewer Evaluation Survey & Projects	SW0091	SRF Funds - State of Iowa			0			0		2,800,000	3,500,000	5,200,000	10,100,000	11,500,000
13	Spencer Creek Lift Station	SW0103	SRF Funds - State of Iowa	150,000	300,000	450,000	300,000	1,000,000	1,300,000	5,250,000					6,550,000
14	Current year I-74 Improvements COMPLETED					0			0						0

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
28E Pay As You Go Projects															0
15	Compost Hydrogen Sulfide Abatement		28E Funded			0			0	0	0				0
16	Compost Trench Replacement		28E Funded			0			0	0	0				0
17	Compost Parking Lot Rehabilitation		28E Funded		38,280	38,280			0	0	0				0
18	Compost Mechanic Shop Replacement		28E Funded		33,495	33,495			0	0	0				0
19	Compost Lighting Upgrades		28E Funded			0			0	28,710	0				28,710
20	Compost Storage Expansion		28E Funded			0			0	14,355	57,420				71,775
21	Nutrient Reduction Study & Improvements		28E Funded			0			0	0	0				0
22	Clarifier Drive Repair & Replacement Program		28E Funded		76,560	76,560			0	0	0				0
23	Digester Cleaning & Repair Program		28E Funded		76,560	76,560			0	76,560	76,560				153,120
24	Security Enhancements at the WPCP		28E Funded			0			0	0	0				0
25	**Total Pay As You Go Projects**			**0**	**224,895**	**224,895**			**0**	**119,625**	**133,980**	**0**	**0**		253,605
28E Debt Financing Projects															0
26	1970's Interceptor Improvements		28E Funded		478,500	478,500	478,500		478,500	0	0				478,500
27	1930's Sanitary Sewer Riverfront Interceptor		28E Funded			0			0	0	0				0
28	Disinfection of Treatment Plant Effluent		28E Funded			0			0	0	0				0
29	**Total Debt Financing Projects**			**0**	**478,500**	**478,500**	**478,500**	**0**	**478,500**	**0**	**0**	**0**	**0**		478,500
30	Engineering Salaries & Benefits	SW0300	SEWER REVENUE BONDS	87,500	87,500	175,000	87,500	87,500	175,000	175,000	175,000	175,000	175,000		875,000
31	**Total Sewer Projects, less 28E Projects**			**1,637,500**	**1,137,500**	**2,775,000**	**862,500**	**1,162,500**	**2,025,000**	**5,575,000**	**3,625,000**	**3,825,000**	**5,525,000**	**10,250,000**	20,575,000

	Project Description	Project #	Anticipated Revenue Source	FY 22/23 7/1/22-12/31/22	FY 22/23 1/1/23-6/30/23	FY 22/23 Request	FY23/24 7/1/23 - 12/31/23	FY23/24 1/1/24 - 6/30/24	FY23/24 Request	FY24/25 Request	FY 25/26 Request	FY 26/27 Request	FY 27/28 Request	Unfunded	5-Year CIP Cost 23/24 - 27/28
Storm Water Utility Fund -															0
	Projected increase in rates					$.20 (4/1/23) $5.60			$.20(4/1/24) $5.80	$.20(4/1/25) $6.00	6	6			12
1	Payments to State for I-74 stormwater improvements along State and Grant (paid over 6 years 7/1/16-7/1/21) SEE LONG TERM PAYABLE BALANCE	SM0112	Stormwater Fund												0
2	Detention Basin Upgrades	SM0129	Stormwater Fund	25,000		25,000			0						0
3	Middle Rd / Haley Heights Detention Basin	SM0145	Stormwater Fund			0			0					800,000	0
4	Annual intake repair		Stormwater Fund			0			0	200,000	200,000	200,000	200,000		800,000
5	Intake Repair Program 2024	SM0146	Stormwater Fund			0		125,000	125,000						125,000
6	Intake Repair Program 2023	SM0138	Stormwater Fund		175,000	175,000	75,000		75,000						75,000
7	Intake Repair Program 2022	SM0131	Stormwater Fund			0			0						0
8	Annual storm sewer linings		Stormwater Fund			0			0	100,000		100,000			200,000
9	Storm Sewer Lining Program 2021	SM0132	Stormwater Fund			0			0						0
10	Annual small storm sewers & drain tile		Stormwater Fund			0			0	100,000	100,000				200,000
11	Small Storm Sewer Repair & Drain Tile 2024	SM0147	Stormwater Fund			0	75,000		75,000						75,000
12	Small Storm Sewer Repair & Drain Tile 2023	SM0139	Stormwater Fund		75,000	75,000			0						0
13	Small Storm Sewer Repair & Drain Tile 2022	SM0140	Stormwater Fund	45,000		45,000			0						0
14	Misc. streambank stabilization projects/emergencies	SM0106	Stormwater Fund			0			0	100,000	100,000	100,000	100,000		400,000
15	Subdivision Sump Pump Cost Share Reimbursement	SM0141	Stormwater Fund		50,000	50,000			0	100,000	75,000	75,000			250,000
16	Steambank Stabilization - Option A Fully Funded	SM0134	Stormwater Fund			0			0	500,000		500,000			1,000,000
17	Steambank Stabilization - Option B Cost Share	SM0135	Stormwater Fund			0			0		500,000		500,000		1,000,000
18	Streambank Stabilization - Rock & Dirt Program	SM0136	Stormwater Fund	25,000	25,000	50,000	25,000	25,000	50,000	50,000	50,000	50,000	50,000		250,000
19	Stafford Creek Manhole Repairs & Detention	SM0107	Stormwater Fund	125,000		125,000			0						0

	Project Description	*Project #*	*Anticipated Revenue Source*	*FY 22/23 7/1/22-12/31/22*	*FY 22/23 1/1/23-6/30/23*	*FY 22/23 Request*	*FY23/24 7/1/23 - 12/31/23*	*FY23/24 1/1/24 - 6/30/24*	*FY23/24 Request*	*FY24/25 Request*	*FY 25/26 Request*	*FY 26/27 Request*	*FY 27/28 Request*	*Unfunded*	*5-Year CIP Cost 23/24 - 27/28*
20	N. Willow Ct Storm Repair & Stabilization	SM0142	Stormwater Fund	150,000		150,000			0						0
21	Middle Rd & Forest Grove Dr East Side Development - Storm Sewer	SM0143	Stormwater Fund	450,000		450,000			0						0
22	White Post Road Detention	SM0073	Stormwater Fund		50,000	50,000			0						0
23	Heatherstone & Crow Creek Rd Bank Stabilization	SM0148	Stormwater Fund		25,000	25,000	325,000		325,000						325,000
24	35th Street pump station electrical improvements	SM0111	Stormwater Fund			0			0					300,000	0
25	35th St Basin Dredging	SM0120	Stormwater Fund	15,000		15,000			0						0
26	21st pump station electrical improvements	SM0127	Stormwater Fund			0	350,000		350,000	150,000					500,000
27	21st and Grant Storm Improvements	SM0124	Stormwater Fund			0			0					200,000	0
28	Manatts City Storm Sewer Replacement	SM0128	Stormwater Fund			0			0						0
29	Sivyer Steel Drainage Improvement	SM0149	Federal Aid		250,000	250,000	350,000		350,000						350,000
30	Tree Removal with Derecho Reimb. $$$		Stormwater Fund	75,000		75,000	75,000		75,000	75,000	75,000	75,000	75,000		375,000
31	Engineering Salaries & Benefits	SM0300	Stormwater Fund	87,500		87,500			0	100,000	100,000	100,000	100,000		400,000
32	**Total PROJECT COSTS Storm Water Utility Fund**			**997,500**	**650,000**	**1,647,500**	**1,275,000**	**150,000**	**1,425,000**	**1,475,000**	**1,200,000**	**1,200,000**	**1,025,000**	**1,300,000**	6,325,000

CITY OF BETTENDORF CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL

TUESDAY, DECEMBER 6, 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. **RECOGNITION –** Joe Adam, Planning & Zoning Commission Member

5. **PRESENTATION –** Medic Update given by Scott County Board of Supervisors Chair Ken Beck

6. **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.

7. **PUBLIC HEARING**

   Regarding an ordinance amending Title 11, Chapter 13 of the City Code entitled “Off Street Parking and Loading” (Case 22-089)

8. **ORDINANCE**

   Council Member Baden to present the first reading of an ordinance amending Title 11, Chapter 13 of the City Code entitled “Off Street Parking and Loading”

9. **ORDINANCE**

   Council Member Connors to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-322(A)(2), “Vehicles Entering Stop Intersection” by adding a stop sign intersection on Heights Court/ Middle Road at Lincoln Road

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. ORDINANCE

Council Member Webster to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-142(G), “Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs” by adding no parking on Orchard Drive and Ginger Creek Road after a snowfall accumulation of two inches (2”) or more

11. ORDINANCE

Council Member Brown to present the first reading of an ordinance amending Bettendorf City Code Section 6-1-142, “Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs” by adding no parking during certain times for snow removal at the 15th Street and 18th Street public parking lots

12. ORDINANCE – Staff recommends the waiver of the third reading

Council Member Adamson to present the second reading of an ordinance amending Bettendorf City Code Section 6-1-285 “Speed Restrictions” by reducing the speed limit to 40 miles per hour on 53rd Avenue from the west City Limits to 400 feet west of Middle Road

13. RESOLUTION

Council Member Naumann to present a resolution directing staff to publish Notice of Council Vacancy and request for applications and resumes for potential appointment

14. CONSENT AGENDA

15. 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
DECEMBER 6, 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 November 14, 2022 and November 15, 2022 (Approve and Adopt)

B. Receive and File 5th Ward Alderman Scott Webster's Letter of Resignation effective December 31, 2022. (Approve and Adopt)

C. Resolution fixing the date for a meeting on the proposition of the issuance of not to exceed $13,500,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof. (Approve and Adopt)

D. Resolution authorizing the purchase of two Icombi Pro 20-Full Size Combi Gas Ovens for the QC Waterfront Convention Center in the amount of $96,294.92. (Approve and Adopt)

E. Resolution authorizing the purchase of maintenance service and licensing for the continued use of Davenport Group's Land Asset Management System for permitting and licensing workflows. (Approve and Adopt)

F. Resolution authorizing staff to issue an RFP for lease proposals for city-owned property at 845 State Street. (Approve and Adopt)

G. Resolution approving the final plat of Geifman's Fifth Addition (replat), submitted by Steve Geifman (Case 22-082). (Approve and Adopt)

H. Resolution approving the final plat of Devil's Bluff 2nd Addition (replat), submitted by David Kempen (Case 22-083). (Approve and Adopt)

I. Resolution approving a site development plan for proposed Lot 1, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-072). (Approve and Adopt)

J. Resolution approving a site development plan for proposed Lot 2, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-073). (Approve and Adopt)

K. Resolution approving a site development plan for proposed Lot 3, FG 80 Holdings Third Addition, submitted by Kevin Koellner/ Focus Real Estate Development (Case 22-074). (Approve and Adopt)

L. Resolution approving a site development plan for 5221 Competition Drive, submitted by Joel Jackson (Case 22-084). (Approve and Adopt)

M. Resolution approving a site development plan for 2564 Middle Road, submitted by Switch Homes of Dubuque (Case 22-087). (Approve and Adopt)

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

N. Resolution approving the preliminary plat of Pearce Subdivision, submitted by Scott Pearce/ Blue Water Group (case 22-088). (Approve and Adopt)

O. Resolution approving and awarding the demolition contract for 3403 Overland Drive to Holst Trucking and Excavating Inc. (Approve and Adopt)

P. Resolution approving and awarding the contract for asbestos testing for the 2021 Floodplain Buyout Grant. (Approve and Adopt)

Q. Resolution approving and awarding the demolition contract for the 2021 Floodplain Buyout Grant. (Approve and Adopt)

R. Resolution approving the Administrative Plan for the voluntary property acquisition funded under the Hazard Mitigation Grant Program under Disaster 4386 (DR-4557-0045). (Approve and Adopt)

S. Resolution approving the Human Resources Director to sign the YMCA – Y@Work Membership Agreement as part of the Wellness Program for Employees. (Approve and Adopt)

T. Resolution approving Civil Service List for the Light Equipment Operator – Sewer position for the Public Works Department. (Approve and Adopt)

U. Resolution approving the job description and recruitment process for the Construction Inspector for the Public Works Department. (Approve and Adopt)

V. Resolution approving the purchase of one (1) Metrohm TacticID-N Plus Handheld Spectrometer, total cost not to exceed $26,712.00. (Approve and Adopt)

W. Resolution approving an annual mobile food unit license for Eggroll Express. (Approve and Adopt)

X. Resolution approving liquor license renewals and requests for Red Ginger and Big 10 Mart #62 (Middle Road location). (Approve and Adopt)

Y. 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.

Bettendorf IOWA
a premier city

MEETING DATE: November 15, 2022 (SPH)
December 6, 2022 (HPH)

COUNCIL LETTER **REQUESTED BY:** Mark Hunt

ITEM TITLE: Resolution setting a date for public hearing on an ordinance amending Title 11, Chapter 13, entitled "Off-Street Parking and Loading." (Case 22-089)(11/15/22)

Public hearing and first reading of an ordinance amending Title 11, Chapter 13, entitled "Off-Street Parking and Loading." (Case 22-089) (12/6/22)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Recent development has highlighted the need for clarity in the City's off-street parking regulations for interim/temporary uses and exceptions to off-street parking requirements in the Downtown Master Plan Overlay District. The creation of public parking lots in the Downtown Master Plan Overlay District was intended to ease the requirement for off-street parking on businesses within the overlay district. Staff feels the proposed ordinance amendments will provide clarity for the public and promote development within the overlay district.

The proposed ordinance will be presented to the Planning and Zoning Commission at their November 16, 2022 meeting.

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

List Attachments:
Resolution; Proposed Ordinance.

RESOLUTION NO. _____- 22

RESOLUTION SETTING A DATE FOR PUBLIC HEARING ON AN ORDINANCE AMENDING TITLE 11, CHAPTER 13 OF THE CITY CODE OFF-STREET PARKING AND LOADING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that a date for public hearing be set for December 6, 2022 at 7:00 p.m., City Hall Council Chambers, 1609 State Street on the matter of an ordinance amending Title 11, Chapter 13 entitled "Off-Street Parking and Loading" of the City Code of the city of Bettendorf.

PASSED, APPROVED, AND ADOPTED this 15th day November, 2022.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ORDINANCE NO. _____-22

ORDINANCE AMENDING TITLE 11, CHAPTER 13 OF THE CITY CODE
OFF-STREET PARKING AND LOADING

WHEREAS, recent development has highlighted the need for clarity in the City's off-street parking regulations for interim/temporary uses and exceptions to off-street parking requirements in the Downtown Master Plan Overlay District; and

WHEREAS, the creation of public parking lots in the Downtown Master Plan Overlay District was intended to ease the requirement for off-street parking on businesses within the overlay district; and

WHEREAS, the City Council would like to amend the zoning ordinance to provide clarity for the public and promote development within the Downtown Master Plan Overlay District.

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Title 11, Chapter 13, Section 5(C) of the City Code entitled "Sharing of Space – Interim Uses" is hereby amended by deleting such subsection as follows:

11-13-5(C) Interim Uses.

~~C. Interim Uses. The Planning and Zoning Commission shall review and recommend to the City Council and the City Council may approve by formal action to waive or modify the requirements contained within chapter 13, "Off Street Parking and Loading" or this title within the Downtown Master Plan Overlay District upon approval of a parking plan that is consistent with the intent of this chapter and when strict application of the code would result in unnecessary hardship. The developer must submit a parking plan that must include provisions for:~~

~~1. Improved parking meeting all City design requirements meeting at least fifty percent (50%) of the required parking.~~

~~2. User safety, including lighting and site security.~~

~~3. The required number of ADA parking stalls per Code.~~

~~4. Adequate site drainage.~~

~~5. Safe vehicle access to and egress from the parking lot.~~

~~6. A parking operations plan including methods to eliminate any impacts to adjacent or nearby properties. (Ord. 35-17, 10-17-2017)~~

Section Two. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Title 11, Chapter 13, Section 7(A) of the City Code is hereby amended by deleting such subsection (subject to Section Three of this ordinance):

~~A. Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Tables 11-13-7B1, B2, and B3 in this section.~~

Section Three. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Title 11, Chapter 13, Section 7(A) of the City Code is hereby amended by adding thereto the following:

A. Parking facilities for each use shall be provided in accordance with the minimum requirements set forth in Tables 11-13-7B1, B2, and B3 in this section, except as follows.

1. **Interim/Temporary Uses**. The City Administrator shall have the authority to waive or modify the requirements contained in Chapter ***11-13, Off Street Parking and Loading*** for interim/temporary uses anywhere within the city, so long as such use does not last more than 30 days. It shall be the duty of the property owner or tenant proposing such a use to request in writing a waiver or modification, at least 30 days prior to the use occurring. Requests shall be directed to the Community Development Director.

2. **Modifications and Waivers to Off-Street Parking Requirements in the Downtown Masterplan Overlay District.** The Planning and Zoning Commission shall review and recommend to the City Council and the City Council may approve by formal action to waive or modify the requirements specified in Chapter ***11-13, Off Street Parking and Loading*** for specific developments within the Downtown Master Plan Overlay District upon approval of a parking plan that is consistent with the intent of this chapter and when strict application of the code would result in unnecessary hardship. The developer must submit a parking plan to the Community Development Director that include provisions for:

    a) Improved parking meeting all City design requirements meeting at least fifty percent (50%) of the required parking.
    b) User safety, including lighting and site security.
    c) The required number of ADA parking stalls per Code.
    d) Adequate site drainage.

e) Safe vehicle access to and egress from the parking lot.
f) A parking operations plan including methods to eliminate any impacts to adjacent or nearby properties. (Ord. 35-17, 10-17-2017)

Section Four. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA that Title 11, Chapter 13, Section 9 of the City Code entitled "Modifications" is hereby amended by adding thereto the following to the end of said section:

Exception: Cases for properties located in the Downtown Master Plan District shall be governed by Section 11-13-7(A)(2).

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

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

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

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

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: December 6, 2022
REQUESTED BY: Brent Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-322(A)(2), "Vehicles Entering Stop Intersection" by adding a stop sign intersection on Heights Court / Middle Road at Lincoln Road.

Explanation:

The streets within The Cottages at the Heights Subdivision have recently been paved and accepted by the City. The approved construction plans include converting the new "T" intersection at Heights Court / Middle Road at Lincoln Road into a two-way stop control intersection. Traffic coming from the south on Heights Court and from the north on Middle Road will both be required to stop at Lincoln Road. Traffic coming from the east on Lincoln Road will not be required to stop to ensure traffic does not back up into the intersection of Lincoln Road and Kimberly Road.

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

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

The cost of publication and the erection of signs for this work is funded in the operations budget.

List Attachments:
Ordinance

ORDINANCE NO._____-22

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 6-1-322(A)(2), "VEHICLES ENTERING STOP INTERSECTION" BY ADDING A STOP SIGN INTERSECTION ON HEIGHTS COURT / MIDDLE ROAD AT LINCOLN ROAD

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-322(A)(2) entitled, "Vehicles Entering Stop Intersection" is hereby amended by **adding** thereto the following full stop intersection:

Heights Court / Middle Road at Lincoln Road

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

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

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

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

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

MEETING DATE: December 6, 2022
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 3 / 5

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-142(G), "Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs" by adding no parking on Orchard Drive and Ginger Creek Road after a snowfall accumulation of two inches (2") or more.

Explanation:

The streets within Tanglewood Place and Century Heights 18th Addition have been completed and homes are beginning to be constructed and occupied. The approved Final Plats for both subdivisions have requirements stating that no parking will be allowed on Orchard Drive and Ginger Creek Road between November 15 and March 31 after a snowfall accumulation of two inches (2") or more to facilitate snow removal operations.

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

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

The cost of publication and the erection of signs.

List Attachments:
Ordinance

ORDINANCE NO._____-22

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 6-1-142(G), "PARKING RESTRICTIONS; EMERGENCY SNOW REMOVAL; CUL-DE-SACS" BY ADDING NO PARKING ON ORCHARD DRIVE AND GINGER CREEK ROAD AFTER A SNOWFALL ACCUMULATION OF TWO INCHES (2") OR MORE

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-142 (G) entitled, "Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs" is hereby amended by **deleting** thereto the following:

> Certain Streets: No person shall stop, stand or park a vehicle on Partridge Circle after a snowfall with a total accumulation of two inches (2") or more until the paved portion of the street has been cleared of snow.

And **adding** thereto the following:

> Certain Streets: No person shall stop, stand or park a vehicle on the following streets after a snowfall with a total accumulation of two inches (2") or more until the paved portion of the street has been cleared of snow:
>
> Partridge Circle from Parkwild Drive to end
> Orchard Drive from Tanglewood Road to Tanglefoot Lane
> Ginger Creek Road from Hopewell Avenue to end

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: December 6, 2022
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 1

Item Title:

Ordinance amending Bettendorf City Code Section 6-1-142, "Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs" by adding no parking during certain times for snow removal at the 15th Street and 18th Street public parking lots.

Explanation:

Parks Maintenance staff experienced difficulties with snow removal operations at the new 15th Street and 18th Street public parking lots during the 2021-2022 snow season due to vehicles being parked overnight. The Police Department did not have the authority to request a vehicle be moved or towed if necessary, without an ordinance being in place. After consulting with both groups, staff is requesting that no parking be allowed between 12 a.m. and 8 a.m. after a snowfall with a total accumulation of two inches (2") or more to allow for snow removal operations to occur.

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

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

The cost of publication and the erection of signs.

List Attachments:
Ordinance

ORDINANCE NO._____-22

ORDINANCE AMENDING BETTENDORF CITY CODE SECTION 6-1-142, "PARKING RESTRICTIONS; EMERGENCY SNOW REMOVAL; CUL-DE-SACS" BY ADDING NO PARKING DURING CERTAIN TIMES FOR SNOW REMOVAL AT THE 15TH STREET AND 18TH STREET PUBLIC PARKING LOTS

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-142 entitled, "Parking Restrictions; Emergency Snow Removal; Cul-De-Sacs" is hereby amended by **adding** thereto the following:

> H. Public Parking Lots: No person shall stop, stand or park a vehicle in the 15th Street and 18th Street public parking lots between the hours of twelve o'clock (12:00) A.M. and eight o'clock (8:00) A.M. after a snowfall with a total accumulation of two inches (2") or more until the lot has been cleared of snow.

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: November 15, 2022
REQUESTED BY: Brent O. Morlok, P.E.
City Engineer
WARD: 4 / 5

Item Title:

Ordinance amending the Bettendorf City Code Section 6-1-285 "Speed Restrictions" by reducing the speed limit to 40 miles per hour on 53rd Avenue from the west City limits to 400 feet west of Middle Road.

Explanation:

Traffic along 53rd Avenue between the west City limits and Middle Road has consistently increased with continued development along the corridor, as well as to the northeast in general. Areas such as the Woodlands, Shops of the Woodlands and several Century Heights Addition specifically have provided an increase in density and the corresponding traffic. In addition, the Birchwood South Addition in Davenport which abuts the City limits is beginning to generate traffic which will add to the overall increases. Given the increased traffic, as well as a recent change by the City of Davenport to reduce their speed limit from I-74 to our border, staff recommends reducing the speed limit to 40 miles per hour.

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

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

The cost of publication and the erection of signs.

List Attachments:
Ordinance

ORDINANCE NO._____-22

ORDINANCE AMENDING THE BETTENDORF CITY CODE SECTION 6-1-285 "SPEED RESTRICTIONS" BY REDUCING THE SPEED LIMIT TO 40 MILES PER HOUR ON 53RD AVENUE FROM THE WEST CITY LIMITS TO 400 FEET WEST OF MIDDLE ROAD

Section One. BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that Bettendorf City Code Section 6-1-285 (B-8) entitled, "Speed Restrictions" is hereby amended by **deleting** thereto the following:

53rd Avenue from the west City limits to 400 feet west of Middle Road, 45 miles per hour

And **adding** thereto the following:

53rd Avenue from the west City limits to 400 feet west of Middle Road, 40 miles per hour

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

RESOLUTION _____ - 22

RESOLUTION DIRECTING STAFF TO PUBLISH NOTICE OF COUNCIL VACANCY AND REQUEST FOR APPLICATIONS AND RESUMES FOR POTENTIAL APPOINTMENT

WHEREAS, Fifth Ward Alderman Scott Webster has been elected to the Iowa Senate leaving his alderman position vacant effective January 1, 2023; and

WHEREAS, the City Council desires to notify the public of the vacancy on City Council and request applications/resumes from all interested and eligible persons; and

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

Staff is directed to publish notice, including through social media, identifying the Council vacancy, indicating the Council's desire to fill the position by appointment, and requesting applications/resumes from qualified individuals through January 13, 2023, with presentations from applicants to Council and potential Council decision likely to take place at a special meeting on January 24, 2023, and a backup decision date by Council at a special meeting on or around January 31, 2023.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES
COMMITTEE OF THE WHOLE

NOVEMBER 14, 2022

The City Council of Bettendorf, Iowa met in Committee of the Whole on November 14, 2022 at 5:00 p.m., in the Council Chambers at Bettendorf City Hall, 1609 State Street, Bettendorf, Iowa.

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

CONSENT AGENDA ITEM B – RESOLUTION APPROVING THE FY 21/22 URBAN RENEWAL REPORT

Council Member Adamson made a motion for the item list above to be added to the Consent Agenda as Item B. Council Member Sechser seconded the motion. Viva Voce indicated all ayes, motion passed unanimously. Finance Director Jason Schadt gave an explanation of the resolution and the reason for adding it to the agenda today. Mayor Gallagher asked for any questions from Council. None presented.

REMAINING CONSENT AGENDA ITEMS

Mayor Gallagher asked for any discussion on the remaining Consent Agenda Items. Council Member Sechser questioned staff on Item D, and Community Development Director Mark Hunt responded. Council Member Adamson made a motion to leave all remaining items on the Consent Agenda as presented, Council Member Naumann seconded the motion. Viva Voce indicated all ayes, motion passed unanimously.

EXECUTIVE SESSION – PURSUANT TO IOWA CODE SECTION 21.5(1)(i) FOR THE PURPOSE OF DISCUSSING THE ANNUAL PERFORMANCE EVALUATION OF THE CITY ATTORNEY

Mayor Gallagher explained the purpose of the Executive Session and City Attorney Chris Curran requested the Executive Session. Mayor Gallagher requested a motion to enter into an Executive Session for the purpose of discussing the annual performance evaluation of the City Attorney pursuant to Iowa Code Section 21.5(1)(i). Council Member Baden made a motion as such to enter into the Executive Session. Council Member Sechser seconded the motion. Roll Call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); and Baden (aye). The motion passed 6-0. Mayor Gallagher and Council entered Executive Session at approximately 5:06 p.m. Council Member Webster joined the meeting via Zoom just after taking the roll vote.

After discussion, Council Member Connors made a motion to exit Executive Session at approximately 5:57 pm. Council Member Baden seconded the motion. Roll Call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

Council Member Naumann made a motion to direct staff to proceed as discussed in Executive Session, by preparing a resolution for consideration at the Regular City Council Meeting on November 15, 2022. Council Member Adamson seconded the motion. Roll Call vote indicated Adamson (aye); Brown (aye); Connors (aye); Naumann (aye); Sechser (aye); Baden (aye); and Webster (aye). The motion passed unanimously.

ADJOURNMENT

Council Member Baden made a motion to adjourn and Council Member Sechser seconded the motion. The meeting was adjourned at approximately 5:58 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

CITY OF BETTENDORF
CITY COUNCIL MEETING MINUTES

NOVEMBER 15, 2022

The City Council of Bettendorf, Iowa met in regular session on November 15, 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, Connors, Naumann, Sechser, Baden, Brown
Council Members Absent: Webster
Presiding: Mayor Robert S. Gallagher

Mayor Gallagher opened the meeting with the Pledge of Allegiance led by Boy Scott Troop 199 and followed with an Invocation given by Pastor Ed Hedding of Pleasant View Baptist Church.

PROCLAMATION

Mayor Gallagher read a proclamation proclaiming the month of November as Epilepsy Awareness Month in the Bettendorf community and encouraged everyone to educate themselves on epilepsy and seizure rescue therapies. Kim Gregg, Epilepsy Advocacy Network and Miley Ashby were on hand to receive the proclamation. Ms. Gregg thanked the Mayor and Council, and advised of the services that are available to those with epilepsy through the Epilepsy Advocacy Network. Miss Ashby shared that she lives with epilepsy and that the resources offered to her through the Epilepsy Advocacy Network have been very helpful.

PUBLIC REQUESTS OF COUNCIL

Margarito "Skip" Saldivar, 2738 State Street addressed the Council with his concerns regarding the Community Center and a possible pothole on Kohles Court. Mayor Gallagher thanked Mr. Saldivar and acknowledged his concerns would be looked into.

No one addressed the Council and the session was closed.

RESOLUTION APPROVING THE FINAL PLAT OF OUR LADY OF LOURDES-ST. JOHN VIANNEY ADDITION, SUBMITTED BY OUR LADY OF LOURDES AND ST. JOHN VIANNEY CHURCH (CASE 22-049)

Council Member Baden presented a resolution approving the final plat of Our Lady of Lourdes-St. John Vianney Addition, and made a motion to approve the resolution as presented. Council Member Adamson seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Adamson (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ORDINANCE – FIRST READING AMENDING BETTENDORF CITY CODE SECTION 6-1-285 "SPEED RESTRICTIONS" BY REDUCING THE SPEED LIMIT TO 40 MILES PER HOUR ON 53RD AVENUE FROM THE WEST CITY LIMITS TO 400 FEET WEST OF MIDDLE ROAD

Council Member Adamson presented the first reading of an ordinance amending Bettendorf City Code Section 6-1-285 "Speed Restrictions" by reducing the speed limit to 40 miles per hour on 53rd Avenue from the west City Limits to 400 feet west of Middle Road, and made a motion to approve the ordinance at its first reading as presented. Council Member Brown seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Adamson (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

RESOLUTION APPROVING A SIX AND A HALF PERCENT INCREASE TO BASE SALARY EFFECTIVE JULY 3, 2022 FOR THE CITY ATTORNEY

Council Member Brown presented a resolution approving a six and a half percent increase to base salary effective July 3, 2022 for the City Attorney. Council Member Connors seconded the motion. Mayor Gallagher asked for any questions. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Adamson (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

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 Baden seconded the motion. Mayor Gallagher asked Council for any questions. None presented. Roll call vote indicated Sechser (aye); Baden (aye); Adamson (aye); Brown (aye); Connors (aye); and Naumann (aye). The motion passed 6-0.

ADJOURNMENT

There being no further business, Council Member Sechser made a motion to adjourn and Council Member Baden seconded the motion. The meeting was adjourned at approximately 7:15 p.m.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

CONSENT AGENDA
NOVEMBER 15, 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 November 1, 2022 (Approve and Adopt)

B. Resolution approving the City's FY2021/22 Annual Urban Renewal Report. (Approve and Adopt)

C. Resolution approving a Professional Services Agreement with IMEG Corp. for civil design and construction staking for the FG80 Sanitary and Storm Sewer Project. (Approve and Adopt)

D. Resolution setting a date for public hearing on an ordinance amending Title 11, Chapter 13 of the City Code entitled "Off Street Parking and Loading" (Case 22-089). (Approve and Adopt)

E. Resolution approving the job description and recruitment process for the Lead Library Clerk position for the Bettendorf Public Library. (Approve and Adopt)

F. Resolution approving liquor license renewals and requests for Happy Joe's Pizza; Harrington's Pub; and Surestay Plus Hotel by Best Western. (Approve and Adopt)

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

Bettendorf IOWA
a premier city
1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

RECEIVED
DEC 02 2022
CITY CLERK'S OFFICE
CITY OF BETTENDORF

December 2, 2022

Honorable Mayor Bob Gallagher
and City Council
City of Bettendorf

Dear Mayor and Council,

On Tuesday, November 8, the residents of Iowa Senate District 47 elected me to serve as their elected representative in the Iowa State Senate. I am honored they chose me to represent them.

As a result, I must now resign my seat as an elected Fifth Ward Alderman on the Bettendorf City Council effective December 31, 2022 at 11:59 p.m.

Serving the residents of Bettendorf for over eight years on the City Council has been one of the most rewarding experiences of my life and I thank the people of Bettendorf for giving me that honor.

It has been my pleasure to work with such a dedicated and committed Mayor, Council, and city staff who are always looking out for the best interest of the city and residents of Bettendorf.

Sincerely,

Scott Webster
Fifth Ward Alderman

Cc: Decker Ploehn
City Administrator

COUNCIL LETTER

MEETING DATE: December 6, 2022

REQUESTED BY: Schadt

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

- Resolution fixing date for a meeting on the proposition of the issuance of not to exceed $13,500,000 General Obligation Bonds of the City of Bettendorf, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof.

Explanation and Background:

In accordance with the adopted five year CIP plan for FY 22/23 and FY 23/24 and staff's recommendations, the City plans to issue the following bond issues:

$13,000,000 Tax Exempt General Obligation Bonds, Series 2023A (CIP Portion)
The Series 2023A bonds will be general obligations of the City for essential corporate purposes, backed by the City's authority to levy taxes, and not to exceed $13.5 million at the time of sale.

Prior to issuing the debt, a public hearing must be held. The public hearing is scheduled for the regular City Council meeting to be held December 20, 2022 at 7:00pm. Resolutions setting the public hearings and the amounts to be issued are described in the attachments prepared by the City's Bond Counsel, Ahlers & Cooney, P.C. The sale date for the G.O. bonds is scheduled the morning of January 17, 2023, with award by the City Council at 7:00 pm that same day.

Baker-Tilly's final "Pre-Sale Summary" on the composition and terms of the proposed issues will be presented at the respective Public Hearings listed above. The City will apply to Moody's Investors Service for a rating on the G.O. bonds the week of January 2nd.

BUDGET CONSIDERATION:
The proposed General Obligation bond issues, as structured by Baker Tilly Municipal Advisors, are covered by the City's Debt Service levy as adopted in the FY 22/23 budget. The first principal and interest payments due on these bonds have been properly included in the FY 22/23 and FY 23/24 budgets.

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

ITEMS TO INCLUDE ON AGENDA

CITY OF BETTENDORF, IOWA

Not to exceed $13,500,000 General Obligation Bonds

- Resolution fixing date for a meeting on the proposition to issue.

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

December 6, 2022

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

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $13,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $13,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF BETTENDORF, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Bettendorf, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed $13,500,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the 20th day of December, 2022, for the purpose of taking action on the matter of the issuance of not to exceed $13,500,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of construction, reconstruction and repairing of streets, highways, avenues, alleys, and public grounds, including patching, resurfacing, reconstruction, and paving improvements;

acquisition and installation of traffic control devices; acquisition, construction, improvement, and installation of street lighting fixtures; installation and repair of sidewalks and bridge improvements, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

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

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

(To be published on or before: December 15, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF BETTENDORF, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $13,500,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Bettendorf, State of Iowa, will hold a public hearing on the 20th day of December, 2022, at 7:00 P.M., in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $13,500,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of construction, reconstruction and repairing of streets, highways, avenues, alleys, and public grounds, including patching, resurfacing, reconstruction, and paving improvements; acquisition and installation of traffic control devices; acquisition, construction, improvement, and installation of street lighting fixtures; installation and repair of sidewalks and bridge improvements, including joint projects undertaken with the Department of Transportation related to the I-74 Bridge Improvement Project crossing the Mississippi River.

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

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this 6th day of December, 2022.

_____

City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of December, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

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

WITNESS my hand and the seal of the Council hereto affixed this 6th day of December, 2022.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

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

NOTICE OF PUBLIC HEARING
(Not To Exceed $13,500,000 General Obligation Bonds)

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

_____, 2022.

WITNESS my official signature this _____ day of _____, 2022.

_____
City Clerk, City of Bettendorf, State of Iowa

(SEAL)

02132259-1\10216-101

City of Bettendorf, Iowa

Pre-Sale Summary for Issuance of Bonds

$13,280,000 General Obligation Bonds, Series 2023A

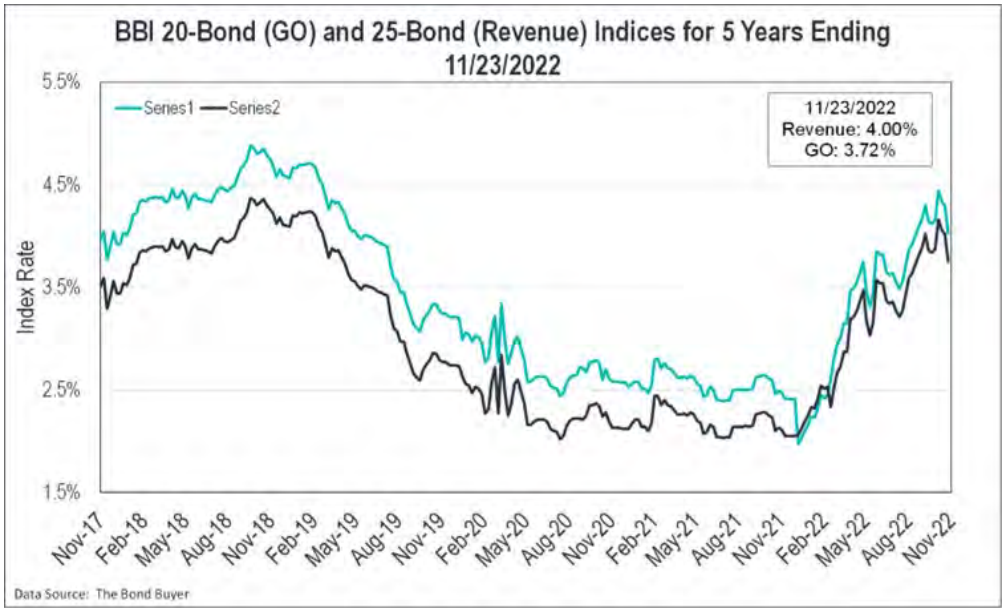
The City Council has under consideration the issuance of the Series 2023A Bonds (the "Bonds") to fund various public improvements as detailed in the City's 2023/2024 Capital Improvement Plan. This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

December 20, 2022	City conducts Public Hearing on the Bonds
Week of January 2, 2023	Rating conference is conducted
January 3, 2023	City considers sale date and terms
January 17, 2023, 10:00 a.m.	**Competitive bids are received**
January 17, 2023, 7:00 p.m.	**City Council considers award of the Bonds**
February 16, 2023	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa2" by Moody's.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE:

Proceeds of the Bonds will be used to finance various public improvement projects pursuant to the City's 2023/2024 Capital Improvement Plan. Improvements include (i) construction, reconstruction and repairing of streets, highways, avenues, alleys, and public grounds; (ii) acquisition and installation of traffic control devices; (iii) improvements and installation of street lighting fixtures; (iv) installation and repair of sidewalks, and bridge improvements including a joint project with the Department of Transportation related to the I-74 Bridge Improvement Project.

A detailed list of projects is shown on page 4.

AUTHORITY:

The Bonds are being issued pursuant to Chapter 384 of the Code of Iowa.

On December 20, 2022, the City will hold a public hearing to consider a resolution for the issuance of the Bonds and set a not to exceed borrowing amount of $13,500,000 for essential corporate purposes.

SECURITY AND SOURCE OF PAYMENT:

The Bonds will be a general obligation of the City secured by its power to levy direct general ad valorem taxes against all taxable property in the City without limit to rate or amount to pay the debt service on the Bonds.

The City will make their first levy for the Bonds in 2023 for collection in 2024. Taxes due September 1 of each year will be used to make the December 1 interest payment due in the year the levy is made and the following June 1 principal and interest payment.

STRUCTURING SUMMARY:

In consultation with the City, the Bonds have been structured to provide approximately level annual payments of principal and interest over a term of 19 years.

SCHEDULES ATTACHED:

Schedules attached for the Bonds are sources and uses of funds and estimated debt service, given the current interest rate environment.

RISKS/SPECIAL CONSIDERATIONS:

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

SALE TERMS AND MARKETING:

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after June 1, 2033 may be prepaid at a price of par plus accrued interest on or after June 1, 2032.

Bank Qualification: The City is issuing more than $10 million in tax-exempt obligations in the calendar year 2023; therefore, the Bonds will not be designated as bank qualified.

POST ISSUANCE COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been considered as the Bonds have been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception for the Bonds.

Regardless of whether the Bonds qualify for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly and the City have entered into an Agreement for Municipal Advisor services under which Baker Tilly will provide continuing disclosure and arbitrage rebate services on the Bonds.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC.

ECP Projects

I-74 Bridge Commitment	$1,350,000
Bridge Maintenance Program	$125,000
Sidewalk Program	$300,000
Alley Rehab	$450,000
Street Resurfacing	$750,000
Street Reconstruction	$500,000
Full Depth Patching	$325,000
Forest Grove Road	$7,000,000
23rd Street	$700,000
18th Street	$900,000
Traffic Signals	$600,000
Total	**$13,000,000**

$13,280,000

City of Bettendorf, Iowa

General Obligation Bonds, Series 2023A

Sources & Uses

Dated 02/16/2023 | Delivered 02/16/2023

Sources Of Funds	
Par Amount of Bonds	$13,280,000.00
Total Sources	**$13,280,000.00**

Uses Of Funds	
Deposit to Project Construction Fund	13,000,000.00
Total Underwriter's Discount (1.500%)	199,200.00
Costs of Issuance	79,600.00
Rounding Amount	1,200.00
Total Uses	**$13,280,000.00**

$13,280,000

City of Bettendorf, Iowa

General Obligation Bonds, Series 2023A

Debt Service Schedule

Date	Bond Balance	Principal	Coupon	Interest	Total P + I	Fiscal Total
02/16/2023	13,280,000.00	-	-	-	-	-
06/01/2023	13,280,000.00	-	-	-	-	-
12/01/2023	13,280,000.00	-	-	424,534.96	424,534.96	-
06/01/2024	12,930,000.00	350,000.00	3.450%	268,127.34	618,127.34	1,042,662.30
12/01/2024	12,930,000.00	-	-	262,089.01	262,089.01	-
06/01/2025	12,415,000.00	515,000.00	3.450%	262,089.01	777,089.01	1,039,178.02
12/01/2025	12,415,000.00	-	-	253,205.14	253,205.14	-
06/01/2026	11,880,000.00	535,000.00	3.500%	253,205.14	788,205.14	1,041,410.28
12/01/2026	11,880,000.00	-	-	243,842.35	243,842.35	-
06/01/2027	11,325,000.00	555,000.00	3.500%	243,842.35	798,842.35	1,042,684.70
12/01/2027	11,325,000.00	-	-	234,129.76	234,129.76	-
06/01/2028	10,750,000.00	575,000.00	3.500%	234,129.76	809,129.76	1,043,259.52
12/01/2028	10,750,000.00	-	-	224,067.00	224,067.00	-
06/01/2029	10,155,000.00	595,000.00	3.550%	224,067.00	819,067.00	1,043,134.00
12/01/2029	10,155,000.00	-	-	213,505.50	213,505.50	-
06/01/2030	9,540,000.00	615,000.00	3.550%	213,505.50	828,505.50	1,042,011.00
12/01/2030	9,540,000.00	-	-	202,589.12	202,589.12	-
06/01/2031	8,905,000.00	635,000.00	3.600%	202,589.12	837,589.12	1,040,178.24
12/01/2031	8,905,000.00	-	-	191,158.73	191,158.73	-
06/01/2032	8,245,000.00	660,000.00	3.650%	191,158.73	851,158.73	1,042,317.46
12/01/2032	8,245,000.00	-	-	179,113.38	179,113.38	-
06/01/2033	7,560,000.00	685,000.00	3.700%	179,113.38	864,113.38	1,043,226.76
12/01/2033	7,560,000.00	-	-	166,440.75	166,440.75	-
06/01/2034	6,850,000.00	710,000.00	3.850%	166,440.75	876,440.75	1,042,881.50
12/01/2034	6,850,000.00	-	-	152,773.25	152,773.25	-
06/01/2035	6,115,000.00	735,000.00	3.950%	152,773.25	887,773.25	1,040,546.50
12/01/2035	6,115,000.00	-	-	138,257.00	138,257.00	-
06/01/2036	5,350,000.00	765,000.00	4.350%	138,257.00	903,257.00	1,041,514.00
12/01/2036	5,350,000.00	-	-	121,618.25	121,618.25	-
06/01/2037	4,555,000.00	795,000.00	4.400%	121,618.25	916,618.25	1,038,236.50
12/01/2037	4,555,000.00	-	-	104,128.25	104,128.25	-
06/01/2038	3,725,000.00	830,000.00	4.450%	104,128.25	934,128.25	1,038,256.50
12/01/2038	3,725,000.00	-	-	85,660.75	85,660.75	-
06/01/2039	2,855,000.00	870,000.00	4.550%	85,660.75	955,660.75	1,041,321.50
12/01/2039	2,855,000.00	-	-	65,868.25	65,868.25	-
06/01/2040	1,945,000.00	910,000.00	4.590%	65,868.25	975,868.25	1,041,736.50
12/01/2040	1,945,000.00	-	-	44,983.75	44,983.75	-
06/01/2041	995,000.00	950,000.00	4.600%	44,983.75	994,983.75	1,039,967.50
12/01/2041	995,000.00	-	-	23,133.75	23,133.75	-
06/01/2042	-	995,000.00	4.650%	23,133.75	1,018,133.75	1,041,267.50
Total	**-**	**$13,280,000.00**	**-**	**$6,505,790.28**	**$19,785,790.28**	**-**

Yield Statistics

Bond Year Dollars	$153,248.33
Average Life	11.540 Years
Average Coupon	4.2452601%
Net Interest Cost (NIC)	4.3752452%
True Interest Cost (TIC)	4.3815591%
Bond Yield for Arbitrage Purposes	4.2085424%
All Inclusive Cost (AIC)	4.4517520%

IRS Form 8038

Net Interest Cost	4.2452601%
Weighted Average Maturity	11.540 Years

File | Bettendorf 2022&forward.SF | 2023A GO Bonds 13M 11.21. | SINGLE PURPOSE | 11/23/2022 | 8:25 AM

MEETING DATE: December 6th, 2022

COUNCIL LETTER

REQUESTED BY: Schadt

VISION:

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

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

- **Resolution authorizing the purchase of two iCombi Pro 20-Full Size Combi Gas Ovens for the QC Waterfront Convention Center as proposed by Wilson Restaurant Supply, Inc., in the amount of $96,294.92.**

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

The ovens at the QC Waterfront Convention Center need to be replaced as the equipment is showing its age with doors beginning to fail and uneven cooking temperatures. Purchasing the new ovens will allow increased productivity as pans of food can be rolled in rather than loading individual pans. The combination moisture injection system will reduce expenses by cooking product without utilizing as much plastic or aluminum wrap. This product was priced four year ago when the replacement was first considered and the price has actually decreased since that time.

ATTACHMENTS:

- Resolution
- Quote
- Sole Source Procurement Request

RESOLUTION NO. _____- 22

RESOLUTION AUTHORIZING THE PURCHASE OF TWO ICOMBI PRO OVENS FOR THE QC WATERFRONT CONVENTION CENTER IN THE AMOUNT OF $96,294.92

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that staff is hereby authorized to purchase two iCombi Pro ovens for use at the QC Waterfront Convention Center at a cost of $96,294.92.

PASSED, APPROVED, AND ADOPTED this 6th day of December 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

Quote

11/11/2022

To:
Caesars
Mitchell Bub
999 N. Second St.
St. Louis , MO 63102
mbub@caesars.com

Project:
Isle Casino & Hotel Bettendorf-Waterfront

From:
Wilson Restaurant Supply
Chad Mast
5746 Westminster Dr.
Cedar Falls, IA 50613
(319) 277-9000
(319) 277-9000 104 (Contact)
(319)277-9007 (Fax)
chadm@wilsonrs.com

Item	Qty	Description	Sell	Sell Total
1	2 ea	**COMBI OVEN, GAS**	$40,388.53	$80,777.06
		 RATIONAL Model No. ICP 20-FULL NG 208/240V 1 PH (LM100GG) (CG1GRRA.0000245) iCombi Pro® 20-Full Size Combi Oven, natural gas, (20) 18" x 26" sheet pan or (40) 12" x 20" steam pan or (20) 2/1 GN pan capacity, mobile oven rack & (10) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 303,500 BTU, 208/240v/60/1-ph, 6 ft. cord, 2.2 kW, CE, IPX5, cCSAus, NSF, ENERGY STAR®		
	2 ea	NOTE: All discounts subject to approval by manufacturer		
	2 ea	2 years parts and labor, 5 years steam generator warranty		
	2 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	2 ea	9999.2212 RCI RATIONAL Certified Installation, new certified installation for each gas floor iCombi, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	$1,470.00	$2,940.00
	2 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	$472.50	$945.00
	2 ea	8720.1561US Installation Kit, for gas iCombi/SCC/CMP 102G (208-	$741.30	$1,482.60

Item	Qty	Description	Sell	Sell Total
		240/60/1ph); gas iCombi/SCC/CMP 201G (120/60/1ph); gas iCombi/SCC/CMP 202G (208-240/60/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	2 ea	56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)	$100.30	$200.60
	2 ea	56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)	$89.03	$178.06
	2 ea	60.22.490 (Mobile Oven Rack, type 20-full size Pro/Classic, (20) 24" x 20" pan capacity, 2-1/2" spacing (Grid Shelves sold separately)	$2,197.18	$4,394.36
	4 ea	6004.1012 Thermocover for 20 full size mobile oven or plate racks	$1,344.31	$5,377.24
			ITEM TOTAL:	**$96,294.92**
2		**LEAD TIME** -Current lead time: 14 weeks. -Ships free freight.		

Acceptance: _____ Date: _____

Printed Name: _____

Datasheet

iCombi® Pro 20-full size E/G



Description

Intelligent, connectable cooking system with the operating modes poultry, meat, fish, egg dishes/desserts, side dishes/vegetables, baked goods and finishing as well as the cooking methods roasting, cooking, baking and grilling.
> Combi steamer as per DIN 18866 (in manual mode).
> For most cooking processes used in commercial kitchens.
> For using steam and convection, individually, one after the other, or combined.
Ventilation approvals: The electrical appliance conforms to the EPA 202 test in accordance with ANSI/NFPA 96 "Ventilation Control and Fire Protection of Commercial Cooking Operations" Refer to UL Listing KNLZ.E148536 (America) or KNLZ7.E148536 (Canada).
The following intelligent assistants are available:

Intelligent assistant

iDensityControl iProductionManager iCookingSuite iCareSystem

iDensityControl
iDensityControl is the iCombi Pro's intelligent climate management. The interaction among intelligent sensors, a high-performance heating system and fresh steam generator, and active dehumidification ensures that the right cooking cabinet climate is always available. Intelligent air circulation ensures the best possible energy input into the food. Consequently, this ensures extraordinary productivity while maintaining high levels of food quality, even cooking and minimum energy consumption.

iCookingSuite
The iCookingSuite is the iCombi Pro's cooking intelligence. The user starts by selecting the right cooking path for the food, choosing from among 6 operating modes and / or 5 cooking methods. Users also specify the desired cooking result. The unit suggests settings for browning and degree of doneness. Intelligent sensors detect the size, quantity and condition of the food. While the cooking path is in progress, the system adjusts key parameters like cooking cabinet temperature, airspeed, and cooking time accurately to the second. The selected desired results are achieved, yielding the best possible quality in the shortest possible time. It is possible to optionally influence the cooking sequence and adapt the cooking result. Users can change to iProductionManager or manual mode at any time. Thanks to iCookingSuite you can simply save time, raw materials, and energy while maintaining a standardized food quality without having to check the procedure.

iProductionManager
iProductionManager intelligently and flexibly organizes the production process. This includes which products can be prepared together on different trays, the ideal sequence of dishes, and monitoring the cooking sequence. iProductionManager supports users with prompts to load or unload dishes. Depending on kitchen processes you can freely position orders (up to two per level) or schedule them on the basis of a certain target time. iProductionManager arranges the sequence of dishes accordingly and automatically specifies the correct settings. Users decide whether dishes are cooked based on optimum energy consumption or a certain target time. Simple monitoring activities are no longer required, saving you working time and energy.

iCareSystem
The iCareSystem is the intelligent iCombi Pro cleaning and descaling system. It recommends the amount of chemicals and ideal cleaning stage from the nine available programs based on usage and any limescale in the steam generator. Ultra-fast interim cleaning cleans iCombi Pro in only 12 minutes, all cleaning programs can also run overnight without the need for supervision. The iCareSystem is particularly efficient and environmentally friendly, consuming small quantities of phosphate-free care products, water, and energy. This means that the iCombi Pro is always hygienically clean without manual work and at minimal costs.

Capacity
> Twenty (20) Full-size sheet pans or Fourty (40) Steam table pans or Twenty (20) 2/1 GN accessories
> Mobile oven rack with 2 1/2" inch rack spacing and tandem casters (63 mm)
> Handle holder for mobile rack
> Large selection of accessories for various cooking procedures, such as grilling, braising or baking
> For use with 2/1, 1/1, 2/4 GN accessories

Combi-steamer mode
> Steaming 86 °F - 266 °F
> Convection 86 °F – 572 °F
> Combination of steam and convection 86 °F – 572 °F

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Unit description and functions

Intelligent functions
> Intelligent climate management that measures, adjusts and controls the humidity down to the exact percentage
> The actual measured humidity in the cooking cabinet can be adjusted and viewed
> Dynamic air turbulence in the cooking cabinet thanks to three intelligent, reversible, high-performance fan wheels with five fan wheel speeds, intelligently actuated and manually programmable
> Intelligent cooking path regulation and automatic adjustment of cooking steps in order to achieve the target results, e.g., browning and degree of doneness, safely and efficiently - regardless of product size, load quantity, or who is using the unit
> Monitoring accurate to the second and calculation of browning on the basis of the Maillard reaction to reproduce ideal cooking results
> Adjust intelligent cooking methods or switch between iCookingSuite and iProductionManager for maximum flexibility
> Intelligent cooking step to proof baked goods
> Individual, intuitive programming of up to 1,200 cooking programs with up to 12 steps using drag-and-drop.
> Easy transfer of cooking programs to other cooking systems through secure cloud connection with ConnectedCooking or via USB stick
> iProductionManager, the automated, intelligent planning and controlling tool, organizes multiple cooking processes and mixed loads perfectly. Automatic closing of planning gaps. Automatically optimize schedules and energy consumption in planning and target time preparation to start or end cooking dishes at the same time.
> Automatically resumes and optimally completes cooking processes following power outages lasting less than 15 minutes
> Intelligent cleaning system suggests cleaning programs and the required amount of care products based on the degree of soiling within the cooking system
> Display of the current cleaning and descaling status

Cooking functions
> High-performance steam generator for optimal steaming performance even at low temperatures below 212°F
> Power-steam function: increased steaming power available for Asian applications
> Integrated, maintenance-free grease separation system without an additional grease filter
> Cool-down function to quickly cool down the cooking cabinet; additional fast cooling using internal water nozzle
> Core temperature probe with six measuring points and automatic error correction in the event of incorrect positioning. Optional positioning tool for soft or very small cooking products (accessory)
> Delta-T cooking for extremely gentle preparation with minimal cooking losses
> Precise burst-steam injection; water quantities can be set to 4 different levels within a temperature range of 85°F – 500°F for convection or steam-convection combination modes
> Digital temperature display, can be set to °C or °F, displays target and actual values
> Cooking cabinet humidity and time displayed digitally; displays target and actual values
> Time can be set to display in 12- or 24-hour format
> 24-hour real-time clock with automatic adjustment for daylight savings time when connected to ConnectedCooking
> Automatic pre-selected starting time with variable date and time
> Integrated hand shower with automatic retraction and switchable spray/jet function
> Energy-saving, long-lasting LED lighting in the cooking cabinet, with excellent color fidelity to allow quick determination of cooking progress
> No-charge 4-hour RATIONAL certified chef assistance program

Occupational and operating safety
> Electronic safety temperature limiter for steam generator and convection heating
> Integrated fan wheel brake
> Contact temperature of the cooking cabinet door max. 163 °F
> Use of Active Green cleaning tabs and Care tabs (solid cleaning agent) for ideal occupational safety levels
> HACCP data storage and output via USB or optional storage and management in the cloud-based networking solution ConnectedCooking
> Tested according to national and international standards for unsupervised operation
> Maximum tray height 63 inch when using RATIONAL mobile oven rack with 20 trays, 2 4/8 inch rack spacing (loss of USPHS certification)

Networking
> Integrated, IP-protected Ethernet interface for wired connection to the cloud-based ConnectedCooking networking solution
> Integrated Wi-Fi interface for wireless connection to the cloud-based networking solution ConnectedCooking
> Integrated USB interface for local data exchange
> Cloud-based ConnectedCooking solution allows central unit management; recipe, shopping cart and program management; HACCP data management; maintenance management

Cleaning and care
> Automatic, water pressure-independent cleaning and maintenance system for cooking cabinet and steam generator
> Nine cleaning programs for unsupervised cleaning, also overnight, with automatic cleaning and removal of limescale deposits within the steam generator
> Ultrafast cleaning in only 12 minutes for practically uninterrupted, hygienic production
> Automatic cleaning routine following power outages, ensuring that cooking cabinet remains free of cleaning agents even after the cleaning process has been canceled
> Use of phosphate and phosphorus-free Active-Green cleaning agent tabs and Care tabs
> Triple glass pane cooking cabinet door with rear ventilation, thermally reflecting special coating and swiveling glass panes for easy cleaning
> Inside and outside material: stainless steel DIN 1.4301 / ASTM 304, seamless hygienic cooking cabinet with rounded corners and optimized air flow
> Glass and stainless steel surfaces allow easy, safe external cleaning; IPX5-class protection against spraying water in all directions
> Monitoring option for automatic cleaning using the cloud-based ConnectedCooking networking solution

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Operation
> High-resolution 10.1 inch TFT color display and capacitative touchscreen with self-explanatory icons for simple, intuitive operation with gestures like swiping and dragging
> Acoustic prompts and visual messages when user action is required
> Central dial with Push function for intuitive selection and confirmation of entries
> User interface and help function can be set to over 55 languages
> Basic national cuisine preferences can be selected regardless of language settings. Possible to select additional, local cuisine
> Specially adapted cooking parameters for international or country-specific dishes can be selected and started regardless of unit language settings
> Extensive search function including all cooking paths, application examples and settings
> Context-sensitive support that always shows the current help content for the displayed screen content
> Start application examples from help file
> Simple selection of cooking paths using six operating modes and/or five cooking methods
> Cockpit function to display information about the processes within a cooking path
> Customization and control of user profiles to prevent operator errors
> Interactive notifications regarding cooking paths, requested actions, intelligent functions and warnings thanks to Messenger

Installation, maintenance and environment
> Professional installation by RATIONAL-certified technicians recommended
> Fixed waste water connection conforming to SVGW requirements is permitted
> Adaptation to the installation site (height above sea level) through automatic calibration
> Operation without water softener and without additional manual descaling possible
> Flush-mounted installation *
> Service diagnostic system with automatic service message display, self-test function for active testing of unit functions
> Remote diagnosis via ConnectedCooking by certified RATIONAL service partners
> 2-year RATIONAL warranty including parts, labor, and travel and 5-year steam generator warranty**
> Regular maintenance is recommended. Servicing by RATIONAL service partner according to manufacturer recommendations

* See the installation or planner manual for details
** Terms and conditions apply, see manufacturer warranty statement at www.rational-online.com

Options
> MarineLine - marine version
> SecurityLine – prison / security version
> MobilityLine – mobile variant
> HeavyDutyLine – particularly heavy-duty version
> Integrated fat drain
> Protection for control panel
> Safety door lock
> Lockable control panel

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Technical specifications

Dimensions and weights

Dimensions (W x H x D)	
Cooking system (body)	42 5/8 x 71 1/8 x 41 3/8 inches
Cooking system (total)	42 3/5 x 73 3/4 x 44 inches
Cooking system with packaging	46 7/8 x 80 3/8 x 48 inches
Maximum working height of top level*	≤ 5 ft. 2 7/8 inches

* when using a RATIONAL mobile rack, Size 20-full size with 20 levels, level spacing 62 mm

Weights	
Maximum load size per level	66 lb
Maximum total load capacity	396 lb
Weight - electric unit without packaging	740 lb
Weight - electric unit with packaging	842 lb
Weight - gas unit without packaging	835 lb
Weight - gas unit with packaging	936 lb

Electrical connection conditions

Voltage 3 AC 208 V /240V	
Connected loads - electric	67.9 kW
Steam power	54 kW
Convection power	66 kW
Breaker	200 A
Connection impedance	0.09 Ω
RCD type	B
Cable diameter	AWG 3/0 194°F
Voltage 3 AC 440 V / 480 V	
Connected loads - electric	67.9 kW
Steam power	54 kW
Convection power	66 kW
Breaker	100 A
Connection impedance	0.09 Ω
RCD type	B
Cable diameter	AWG 2 194°F

Not supplied with cable connection

Connected loads - gas

Natural gas G20	
Nominal heat load, total	303500 BTU
Nominal heat load, Steam mode	193500 BTU
Nominal heat load, Hot Air mode	303500 BTU
Required connection flow pressure	6.5 – 10 inch w.c.
Liquid gas	
Nominal heat load, total	296500 BTU
Nominal heat load, Steam mode	189000 BTU
Nominal heat load, Hot Air mode	296500 BTU
Required connection flow pressure	10 – 15 inch w.c.

1" NPT with 1" gas shut off
Additional gas types and voltages available on request

Connected loads - gas

Voltage 2 AC 208 V	
Connected loads - gas	2.2 kW
Breaker	15 A
RCD Type	B

All gas units are supplied with cord.

Connection conditions water

Water inlet (pressure hose), each	3/4"
Water pressure (flow pressure), each	14.5-87.0 psi
Water drain, each	2" OD
Maximum flow rate per cooking system	3.17 gal/min

Water quality requirements

Untreated water can be 0 to 24.5 gr/gal (0 to 420ppm) hardness. We do not recommend treated water hardness < 5 gr/gal (86ppm) because the water could be corrosive. Sodium ion exchangers are not recommended; H+ Ion exchange systems are recommended. Water that does not meet the following minimum standards will require the proper conditioning

Contaminant	Water Requirements	If > than recommended
Sand / Particles	< 15 µm	Particle filter
Chlorine (Cl2)	< 0.12 gr/gal (0.2 ppm)	Active carbon filter
Chloride (Cl-)	< 4.68 gr/gal (80 ppm)	RO

Connected loads - exhaust air and thermal load

Latent heat load	10331 BTU
Sensible heat emission	13667 BTU
Sound level (electric)	60 dBA
Sound level (gas)	65 dBA

Connection loads - data

LAN data interface	RJ45
WiFi data interface	IEEE 802.11 a/g/n

Minimum distances at installation

Clearance Requirements
To facilitate servicing, we recommend leaving a 20" (500 mm) gap on the left-hand side of the unit. If there is not 20" (500 mm) left side clearance available, provisions for moving the unit to the left for service access must be made. Such provisions include, but are not limited to, having quick connections (water, gas, etc.) and lengthened electrical connections with flexible cords.
If there are no external heat sources acting on the unit, there should be at least 2" (50 mm) of clearance on either side of the unit. The back of the unit can be mounted flush with the wall.
If a high temperature heat source is on the left side of the unit, clearance of at least 14" (350 mm) must be maintained on the left-hand side. This clearance may be reduced to 2" (50 mm) if a heat shield is used (see accessories).
Recommended clearance from unobstructed rear exhaust pipes and any surface collecting grease or flammable material; 16" (400 mm) gas, 10" (254 mm) electric. It is recommended to have a hood overhang of 6" (150 mm) to 18" (450 mm) at the front of the unit and 6" (150 mm) on the sides if installed at the end of the cooking line. Please refer to the Installation Manual for additional technical data and for instructions on installation and setup.

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Terms and conditions of installation

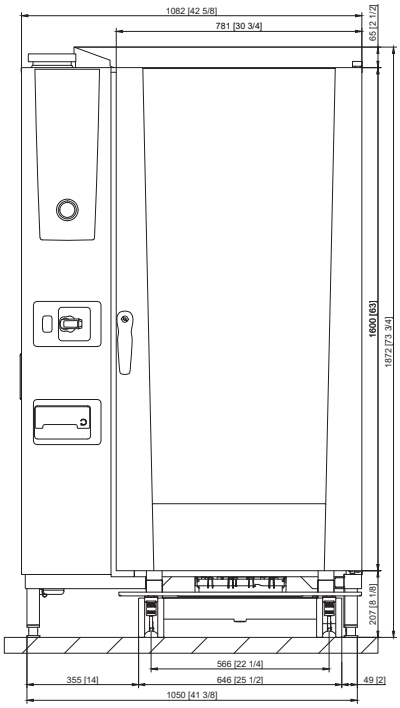
> Observe all local and country-specific standards and regulations regarding the installation and operation of industrial cooking appliances. The local standards and regulations for interior ventilation systems must also be taken into account.
> To use ConnectedCooking, an RJ45 network socket or a WLAN connection option (IEEE 802.11 a/g/n) must be in place on-site. For optimal performance, a data rate of at least 100 MB/s is required.

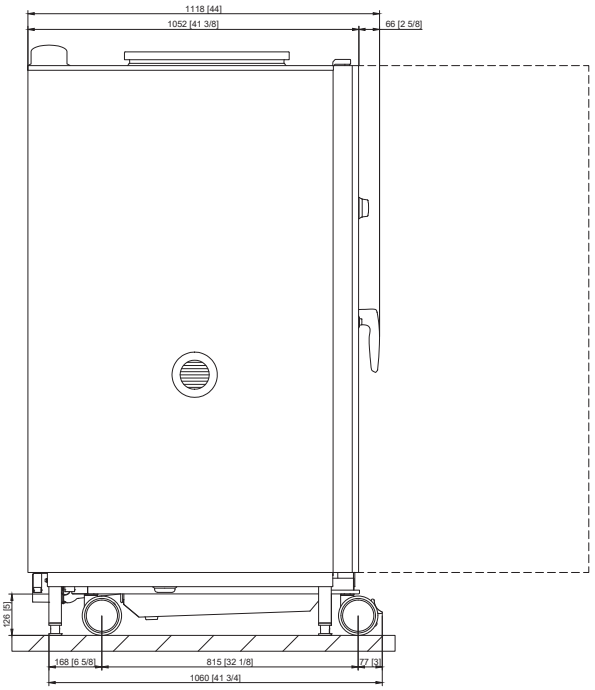
Approvals

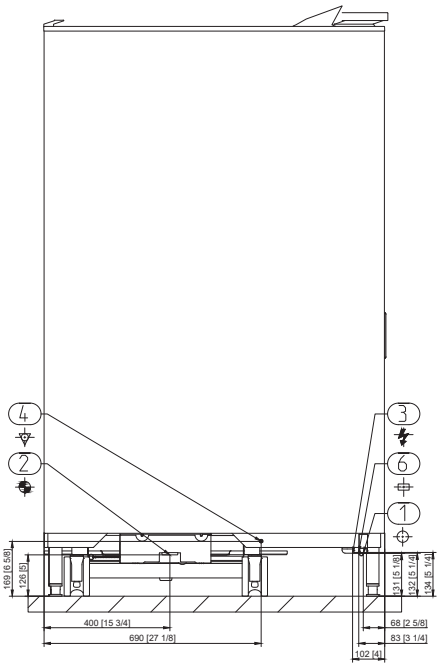


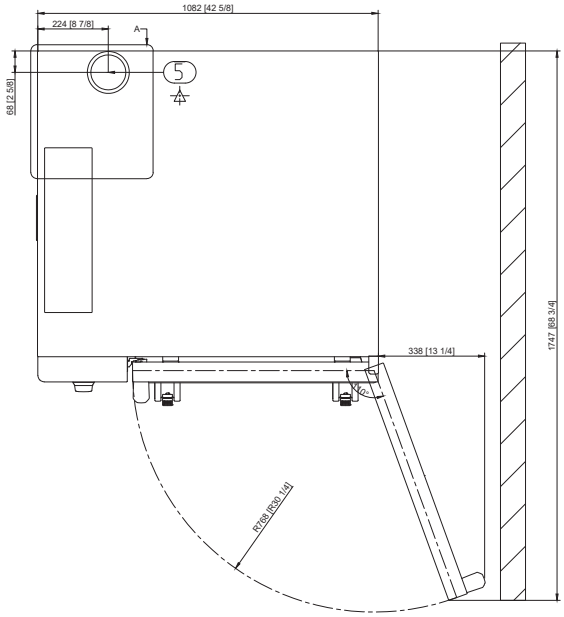
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Technical drawing, electrical







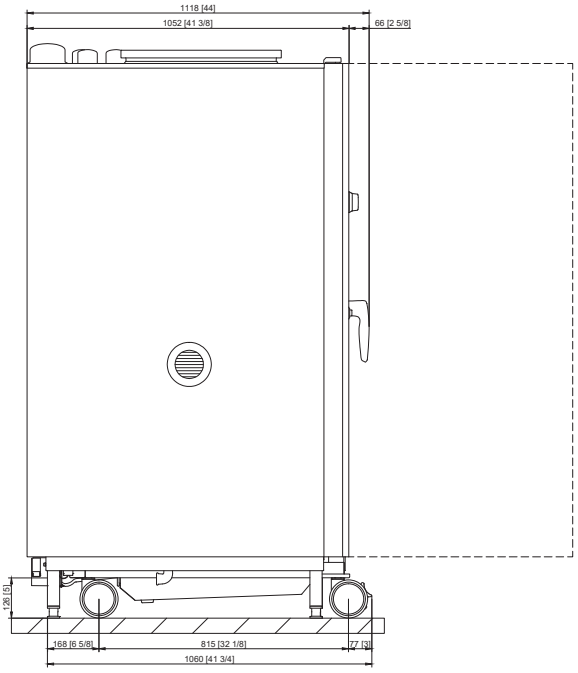


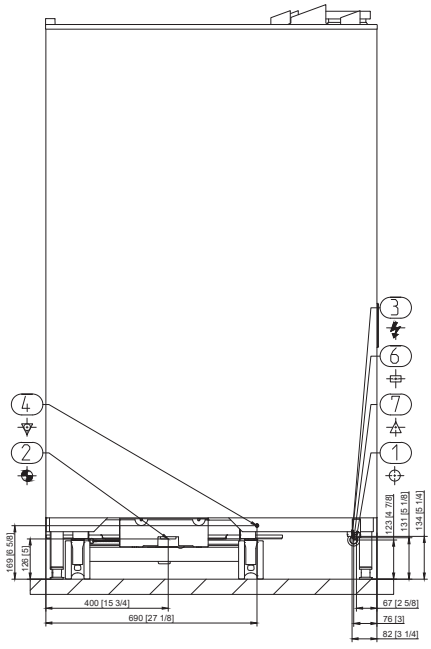
1	Water inlet
2	Water drain
3	Electrical connection
4	Equipotential bonding
5	Ventilation pipe
6	Ethernet interface

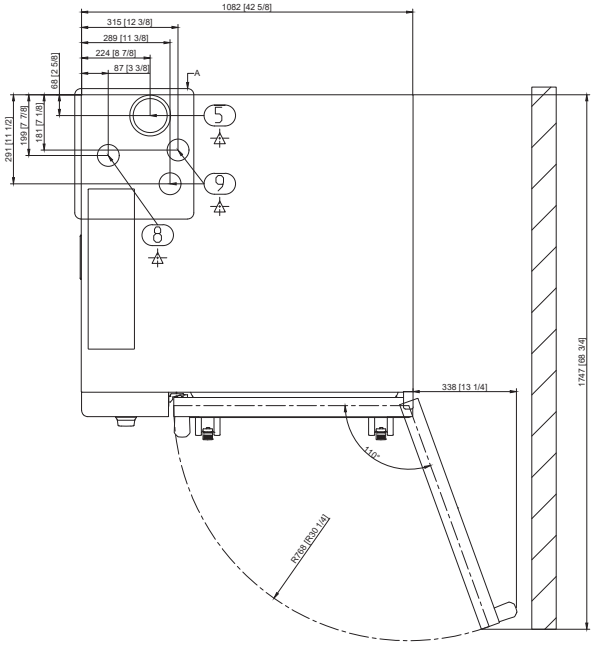
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Technical drawing, gas









1	Water inlet
2	Water drain
3	Electrical connection
4	Equipotential bonding
5	Ventilation pipe
6	Ethernet interface
7	Gas connection
8	Exhaust pipe gas (steam)
9	Exhaust pipe gas (convection)

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Accessories

> 10 full size stainless steel grids included with delivery of the cooking system

Accessories	Item number
RATIONAL Active Green cleaning agent tabs – guarantee the best cleaning performance	Item no. 56.01.535
RATIONAL Care tabs – effectively prevent limescale deposits	Item no. 56.00.562
Condensation breaker – diverts steam and vapors to an existing exhaust air system Sizes 20-half size and 20-full size	Item no. 60.75.326
RATIONAL USB stick – to securely transfer cooking programs and HACCP data	Item no. 42.00.162
Ramp - evens out inclines (up to 3%) allowing mobile rack to be rolled in smoothly Size 20-full size	Item no. 60.22.380
Full size sheet pan adapter	Item no. Top 60.22.392 Item no. Below 60.22.393
Heat shield – for installing a unit near a heat source, e.g. a grill - Size 20-full size	Item no. 60.75.826
Mobile catering stand - especially for heavy mobile catering usage	Item no. 60.22.496
Mobile oven rack and mobile plate oven rack – for simple loading outside the cooking system	See Cooking Systems and Accessories catalog
RATIONAL Double Water Filter - for Combi Duo 6-full size/6-full size and 6-full size/10-full size or if used for more than 2 units	Item no. 1900.1150US

We offer a wide range of cooking accessories to help you achieve ideal cooking results; for more information, please consult our accessories brochure, ask your dealer, or visit www.rational-online.com

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Planner	RATIONAL USA Inc.
	1701 Golf Road, Suite C-120, Commercium Rolling Meadows, IL 60008 Toll Free: 888-320-7274 Fax: 847-755-9583 Email: info@rational-online.com Visit us on the internet: www.rational-online.com

Installation Information Form.

To ensure maximum customer satisfaction and proper future service support.
Dealer is responsible for completing this form.

Submit this form with every PO.

Project Name (required)

Phone Number Project Location (required)

Street Address (required)

City/State/Zip Code (required)

Location Contact Name (required)

Phone Number Location Contact (required)

Location Contact Email (required)

RATIONAL PO Number

Please select one of the options below.

- ☐ This PO includes a Pre-Installation Site Consultation and/or RATIONAL Certified Installation(RCI). Commissioning is included with RCI. Commissioning that can not be completed at the time of installation can incur additional costs.
- ☐ This PO includes Commissioning. RSP information will be emailed to Signee & Location Contact. They are responsible to contact RSP to schedule the Commissioning visit after the installation is completed. Commissioning that can not be completed due to improper installations can incur additional costs
- ☐ Installation and/or Commissioning will be purchased directly from a RATIONAL Service Partner.
- ☐ Installation and/or Commissioning by a RATIONAL Service Partner is **declined**. An Installation Manual is delivered with every RATIONAL unit. RATIONAL will not warranty service calls related to improper installation. All gas units must be calibrated via a flue gas analysis.

List your preferred RATIONAL Service Provider, or RATIONAL will select an RSP based on location.

☐ New Construction

Approximate Pre-Installation Site Consultation Date (If Purchased):

☐ Replacement

Approximate Installation Date:

Dealer:

Contact at Dealer:

Phone Number:

Email:

Signature:

Date:

The ship date will be the date indicated on the sales confirmation. This date may be subject to change.

1701 Golf Road Suite C-120, Commercium Rolling Meadows, IL 60008
Phone (224) 366-3500 Fax (847) 755-9583

21736 · V-01 · DP/Ad · 08/22 · en_US

Installation Kit

Article no. 8720.1561US

The RATIONAL Installation Kit ensures that the installer has all the essential connection materials on hand at the time of install. Not all parts are used in every installation.

Gas RATIONAL Combi Oven 10-full size G (208-240v/60/1ph)
Gas RATIONAL Combi Oven 20-half size G (120v/60/1ph) or (208v/60/1ph)
Gas RATIONAL Combi Oven 20-full size G (208-240v/60/1ph)

The Installation Kit for the above models includes:

1	ea	Gas Connector Hose, 1" NPT connection, 48" long, with Plastic coat exterior, brass push to connect quick disconnect coupling, for castered equipment with cable strain relief
1	ea	90 degree black iron elbows, 1" NPT
1	ea	3/4" × 5 1/2" Nipple
1	ea	3/4" street EL
1	ea	3/4" × 1" Bell reducer
1	ea	24" long × 1" NPT black iron pipe
1	ea	Close nipple 1" NPT black iron pipe
1	ea	90 degree reducing elbow black pipe 1" × 3/4"
1	ea	1" × 3/4" street elbow lack pipe
2	ea	2" Minnies
1	ea	1" minnies
2	ea	3/4" Water Connector Hose, 5/8" ID, 3/4" female hose thread both ends, 72" long rubber coated, NSF approved
1	ea	Male union 3/4" × 3/4" MHT
2	ea	90 deg Fresh water elbow
8	feet	2" copper pipe (two 4' pieces)
2	ea	2" copper pipe 90 degree elbow
1	ea	2" copper pipe T fitting
2	ea	2" copper pipe 45 degree elbow
1	ea	2" copper pipe 90 degree elbow female to male
1	ea	2" copper pipe 90 degree long sweep
1	ea	2" copper pipe coupling
1	ea	Receptacle NEMA 6-15R 15A-250V
1	ea	NEMA 6-15R cover plate single junction box
1	ea	NEMA 6-15P
1	ea	NEMA 5-15P

Please note that installation kits are non-discountable.

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Oven Delimer Tablets for RATIONAL SelfCookingCenter®, Art. Nr. 56.00.560, 56.00.562

Print date: 03.02.2016 Product code: 00625-0016_US_GHS

1. Identification

Product identifier

Oven Delimer Tablets for RATIONAL SelfCookingCenter®, Art. Nr. 56.00.560, 56.00.562

Recommended use of the chemical and restrictions on use

Use of the substance/mixture

Preservative agent

Details of the supplier of the safety data sheet

Company name:	Rational AG	
Street:	Iglinger Strasse 62	
Place:	D-86899 Landsberg	
Telephone:	+49 (0)8191-3270	Telefax: +49 (0)8191-21735
Responsible Department:	Responsible for the safety data sheet: reinigung@rational-online.de	

Emergency phone number: In North America contact Info Trac at 1-800-535-5053
outside USA/CA contact +49 89 19240

2. Hazard(s) identification

Classification of the chemical

Regulation (EC) No. 1272/2008

Hazard categories:
Skin corrosion/irritation: Skin Irrit. 2
Serious eye damage/eye irritation: Eye Irrit. 2
Hazard Statements:
Causes skin irritation
Causes serious eye irritation

Label elements

Regulation (EC) No. 1272/2008

Signal word: Warning

Pictograms:



Hazard statements

Causes skin irritation
Causes serious eye irritation

Precautionary statements

Keep out of reach of children.
If medical advice is needed, have product container or label at hand.
Wear protective gloves/protective clothing/eye protection/face protection.
If on skin: Wash with plenty of water.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If exposed or concerned: Get medical advice/attention.

Hazards not otherwise classified

Not known.

3. Composition/information on ingredients

Mixtures

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Hazardous components

CAS No	Components	Quantity
77-92-9	Citric acid	> 20 %
617-48-1	Malic acid	> 20 %
124-04-9	Adipic acid	1 - 5 %

4. First-aid measures

Description of first aid measures

General information

If you feel unwell, seek medical advice.

After inhalation

Move to fresh air in case of accidental inhalation of dust or fumes from overheating or combustion.

After contact with skin

In case of contact with skin wash off immediately with soap and water.
Consult a doctor if skin irritation persists.

After contact with eyes

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.
Seek medical treatment by eye specialist.

After ingestion

Rinse out mouth thoroughly with water.
Do not induce vomiting.
Never give anything by mouth to an unconscious person.
Summon a doctor immediately.

Most important symptoms and effects, both acute and delayed

WARNING !
Causes serious eye irritation.
Causes skin irritation.

OSHA Hazard Communication: This material is considered hazardous by the OSHA Hazard Communication Standard 29CFR 1910.1200.

Indication of any immediate medical attention and special treatment needed

Treat symptoms.

5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media

Product does not burn, fire-extinguishing activities according to surrounding.

Unsuitable extinguishing media

Full water jet.

Specific hazards arising from the chemical

Fire may produce:
Irritant/corrosive, flammable as well as toxic distillation gases (carbonization gases).

Special protective equipment and precautions for fire-fighters

Use breathing apparatus with independent air supply.
Protective suit.

Additional information

Cool containers at risk with water spray jet.
Fire residues and contaminated firefighting water must be disposed of in accordance with the local regulations.

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

No special precautions required.

Environmental precautions

Do not discharge into the drains/surface waters/groundwater.

Methods and material for containment and cleaning up

Pick up mechanically, avoiding dust, and provide disposal in suitable recipients.
Flush rests with sufficient amount of water.

Reference to other sections

Observe protective instructions (see Sections 7 and 8).
Information for disposal look up chapter 13.

7. Handling and storage

Precautions for safe handling

Advice on safe handling

Avoid the formation of dust.
Avoid contact with eyes, skin or mucous membrane.

Advice on protection against fire and explosion

No special protective measures against fire required.

Conditions for safe storage, including any incompatibilities

Requirements for storage rooms and vessels

Keep in the original sealed container.
Keep containers tightly closed in a dry, well-ventilated place.

Further information on storage conditions

Keep away from food, drink and animal feeding stuffs.

8. Exposure controls/personal protection

Control parameters

Exposure controls

Appropriate engineering controls

Provide appropriate exhaust ventilation at machinery and at places where dust can be generated.

Protective and hygiene measures

Avoid contact with eyes and skin.
Wash hands before breaks and at the end of workday.
When using do not eat, drink or smoke.
Remove and wash contaminated clothing before re-use.

Eye/face protection

Tightly fitting goggles.
Eye wash bottle with pure water.

Hand protection

Protective gloves resistant to chemicals made off natural-rubber latex, Minimum coat thickness 0.6 mm, Permeation resistance (wear duration) approx. 480 minutes, i.e. protective glove <Lapren 706> made by www.kcl.de.
This recommendation refers exclusively to the chemical compatibility and the lab test conforming to EN 374 carried out under lab conditions.
Requirements can vary as a function of the use. Therefore it is necessary to adhere additionally to the recommendations given by the manufacturer of protective gloves.

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Respiratory protection

No personal respiratory protective equipment normally required.
Breathing apparatus (particle filter) only if dust is formed.

9. Physical and chemical properties

Information on basic physical and chemical properties

Physical state:	Tablet
Color:	White
Odor:	Characteristic

		Test method
pH-Value:	2,5	(1%)

Changes in the physical state

Flash point:	n.a.
Lower explosion limits:	n.a.
Upper explosion limits:	
Ignition temperature:	n.a.

Oxidizing properties
n.a.

Vapor pressure: (at 20 °C)	n.a.
Water solubility: (at 20 °C)	Soluble
Partition coefficient:	n.d.

Other information

Bulk density: approx. 800 g/L

10. Stability and reactivity

Reactivity

No decomposition if stored and applied as directed.

Chemical stability

Stability: Stable

Stable under normal conditions.

Possibility of hazardous reactions

Hazardous reactions: Will not occur

No hazardous reactions known.

Conditions to avoid

Protect from moisture.

Incompatible materials

No materials to be especially mentioned.

Hazardous decomposition products

No hazardous decomposition products known.

11. Toxicological information

Information on toxicological effects

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Route(s) of Entry

Skin and eye contact, inhalation and ingestion.

Acute toxicity

Based on available data, the classification criteria are not met.
Citric acid
LD50/oral/rat: 6730 mg/kg
Adipic acid
LD50/oral/rat: 11000 mg/kg
Malic acid
LD50/oral/rat: >3200 mg/kg

CAS No	Components				
	Exposure routes	Method	Dose	Species	Source
77-92-9	Citric acid				
	oral	LD50	11700 mg/kg	Rat	
	dermal	LD50	> 2000 mg/kg	Rat	

Irritation and corrosivity

Causes skin irritation
Causes serious eye irritation
Skin irritation: Irritant
Eye irritation: Irritant

Sensitizing effects

Based on available data, the classification criteria are not met.
Irritant

Specific target organ toxicity (STOT) - single exposure

Based on available data, the classification criteria are not met.

Severe effects after repeated or prolonged exposure

Based on available data, the classification criteria are not met.
STOT - Single exposure: Not classified.
STOT - Repeated exposure: Not classified.
Aspiration hazard: Not classified.

Carcinogenic/mutagenic/toxic effects for reproduction

Based on available data, the classification criteria are not met.
Carcinogenicity: Not classified.
Mutagenicity: Not classified.
Teratogenicity: Not classified.

Carcinogenicity (NTP): Not listed
Carcinogenicity (IARC): Not listed
Carcinogenicity (OSHA): Not listed

Aspiration hazard

Based on available data, the classification criteria are not met.

Practical experience

Other observations

Ingestion causes irritation of upper respiratory system and gastrointestinal disturbance.
Inhalation of dust may cause shortness of breath, tightness of the chest, a sore throat and cough.

12. Ecological information

Ecotoxicity

Citric acid :
LC50/Leuciscus idus/96 h: 440 - 706 mg/l

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Oven Delimer Tablets for RATIONAL SelfCookingCenter®, Art. Nr. 56.00.560, 56.00.562

EC50/Daphnia magna: 85 mg/l
Adipic acid:
LC50/Pimephales promelas/96 h: 97 mg/l

Persistence and degradability

Product is biodegradable.

Bioaccumulative potential

No data available.

Mobility in soil

The product is soluble in water.

Other adverse effects

No data available.

13. Disposal considerations

Waste treatment methods

Advice on disposal

Remove in accordance with local official regulations.

Contaminated packaging

Empty containers should be taken for local recycling, recovery or waste disposal.
Contaminated packaging should be emptied as far as possible and after appropriate cleansing may be taken for reuse.
Packaging that cannot be cleaned should be disposed of like the product.

14. Transport information

US DOT 49 CFR 172.101

Proper shipping name: Not regulated.

Other applicable information

Non hazardous material as defined by the transport regulations.

15. Regulatory information

U.S. Regulations

National Inventory TSCA

All of the components are listed on the TSCA inventory.

National regulatory information

SARA Section 304 CERCLA:
Adipic acid (124-04-9): Reportable quantity = 5,000 (2270) lbs. (kg)
SARA Section 311/312 Hazards:
Citric acid (77-92-9): Immediate (acute) health hazard
Malic acid (617-48-1): Immediate (acute) health hazard
Adipic acid (124-04-9): Immediate (acute) health hazard

SARA

To the best of our knowledge this product contains no toxic chemicals subject to the supplier notification requirements of Section 313 of the Superfund Amendments and Reauthorization Act (SARA/EPCRA) and the requirements of 40 CFR Part 372.

State Regulations

Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65, State of California)

This product contains no chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

Rational AG

Safety Data Sheet

according to 29 CFR 1910.1200(g)

Oven Delimer Tablets for RATIONAL SelfCookingCenter®, Art. Nr. 56.00.560, 56.00.562

16. Other information

Hazardous Materials Information Label (HMIS)

Health:	2
Flammability:	0
Physical Hazard:	0

NFPA Hazard Ratings

Health:	2
Flammability:	0
Reactivity:	0
Unique Hazard:	



Changes

Revision date:	03.02.2016
Revision No:	6,1

-

Other data

The information in this document is based on the present state of knowledge and is applicable to the product with regard to appropriate safety precautions.
The information describes exclusively the safety requirements for the product (s) and is based on the present level of our knowledge.
The delivery specifications are contained in the corresponding product sheet.
This data does not constitute a guarantee for the characteristics of the product(s) as defined by the legal warranty regulations.
(n.a. = not applicable; n.d. = not determined)

(The data for the hazardous ingredients were taken respectively from the last version of the sub-contractor's safety data sheet.)

Sole Source or Preferred Vendor Procurement Request

Check one: ☐Sole Source Vendor **X**Preferred Vendor

Please submit this form to the Finance Department

Description of Product/Service: ____Gas Combi Ovens (2) _____

Estimated amount of this purchase: $ 96,294.92_____

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

Department:_QCWCC_____ Contact Person:__Julia Dreifurst_____

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

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

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

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

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

This oven model was chosen as we can increase productivity by allowing 20 pans of food to be rolled in at once as opposed to loading each one individually.

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

   There are no future obligations.

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

   We priced these oven four years ago and the price has dropped since that time.

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

_____	___Julia Dreifurst_____	__11/15/22_____
City Staff making Request	Printed Name	Date
_____	__Sally Rogers_____	__11/15/22_____
Department Head Signature	Printed Name	Date

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

_____	_____	_____
Finance Director Signature	Printed Name	Date

MEETING DATE: December 6, 2022

COUNCIL LETTER

REQUESTED BY: Hunt

VISION:

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

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

- **Resolution authorizing the purchase of maintenance service and licensing to continue using Davenport Group's Land Asset Management system for permitting and licensing workflows.**

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

LAMA developed by Davenport Group has been in use since July of 2017. LAMA is a software solution the city uses for building inspection and permitting and land development management by Community Development. LAMA is an on premises three-tiered database/server/client-based application that works with ArcGIS Pro. LAMA can run on iPads and laptops and allows builders to pay for permits. LAMA is built to support a mobile work force and can create job lists on a building inspector's iPad with a map of all upcoming inspections. We currently use LAMA extensively to track building permit status and provide transparency regarding our permitting and compliance mandates.

Ongoing annual costs in accordance with the current budget will total at least $33,806 per year.

The 10 additional licenses shown on the invoice this year are in accordance with the growth in access and utilization of this system as additional users enter and retrieve shared information from the system. This expansion is allowing our users to modernize workflows.

Upon approval, the total one-year cost of $33,806 will be paid in accordance with the adopted budget.

ATTACHMENTS:

- Resolution
- Invoice

RESOLUTION NO. _____ - 22

RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE SERVICE AND LICENSING TO CONTINUE USING THE DAVENPORT GROUP'S LAMA PERMITTING AND LICENSE MANAGEMENT SOFTWARE

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

WHEREAS, the requested software is a key component of the City's permitting and land asset management and

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

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

That the Director of Community Development is authorized to issue a purchase order to The Davenport Group in the amount $33,806.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Mayor Robert S. Gallagher

ATTEST:

_____
Decker P. Ploehn, City Clerk

The Davenport Group USA, Ltd

651 West Terra Cotta Ave., Suite 231
Crystal Lake, Illinois 60014
Tel: 800-640-0373 x110

To: Mr. Terry Allen
IT Director
City of Bettendorf
1609 State Street
Bettendorf, IA 52722

Date **October 14, 2022**

Invoice **2210-IABT-07-ANN**

Revised: November 10, 2022

Item	Description	Amount
1	2021-2022 Annual Maintenance	$24,357.00
2	10 Licenses @$750 each (bringing total licenses to 30)	$7,500.00
3	Increase in CPI (Sept 2021 to Sept 2022) 8.0% (applied to Item 1 only)	$1,949.00
T	2022-2023 Annual Maintenance (Dec 1, 2022 to Nov 30, 2023)	$33,806.00

I know it is hard to believe it is time to renew your annual maintenance. I want you to know that it has been great having the City as a client, and we are looking forward to another fantastic year with our LAMA software. Every year we add new functionality to our program, and we still have a major new release planned for 2022 or early 2023.

Your annual maintenance payment on the LAMA Software is due by December 1, 2022. We offer all our clients a 30-day grace period after that date. Please note that if you are using our Public Web, your warranties are contingent on your maintaining annual maintenance.

We hope that you will want to continue as a valued customer of ours. If so, please send payment in the amount above to ***The Davenport Group USA, Ltd,*** 651 W Terra Cotta Ave, Suite 231, Crystal Lake, IL 60014 by the above date., If you have any questions, please call Jerry Davenport at 815-356-8244.

Your annual maintenance includes any new software upgrades during the year (a major one is planned), our traditional free phone, email and eticket support, and one day onsite training subject to the city reimbursing us for some travel expenses.

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Reiter

ITEM TITLE:
Resolution authorizing staff to issue an RFP for lease proposals for City-owned property located at 845 State Street.

Explanation

In 2015, the City of Bettendorf acquired the property at 845 State Street. It was a blighted gas station property, which had become a public nuisance. The property was a brownfield and required abatement measures in order to get it designated as a clean site/greenfield.

Since 2015, the City has received inquires from private developers who wished to purchase the property for commercial uses such as coffee shops, florists, and a donut shop. Based on the multiple curb cuts that exit on the site, poor access, and the fact that the parcel is so small on its own, vertical construction for a commercial use is very difficult, if not impossible.

During the fall of 2021, the City was approached by a business owner who has interest in the parcel for a commercial use, which in staff's opinion, is a functional option for the site. However, due to the fact that the property resides in an Urban Renewal Area, the City is required by State Code to issue an RFP to allow for proposals to be submitted to the City by any party wishing to utilize the site.

City staff has drafted an RFP, which includes all City expectations that would run with a lease of the property. All proposals that are received within the filing deadline will be reviewed for a lease arrangement. The proposal that is determined to be in the best interest of the public will be considered.

At this time, staff requests authorization to issue an RFP for lease proposals for the property at 845 State Street for a commercial use.

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

List Attachments:
- Resolution
- Draft RFP

RESOLUTION _____-22

RESOLUTION AUTHORIZING STAFF TO ISSUE AN RFP FOR LEASE PROPOSALS FOR CITY-OWNED PROPERTY LOCATED AT 845 STATE STREET

WHEREAS, the City of Bettendorf acquired the blighted property at 845 State Street in 2015 as a nuisance abatement initiative, and

WHEREAS, the property at 845 State Street is located within the Downtown Bettendorf Urban Renewal Plan Area, and

WHEREAS, the City wishes to retain the property in order to provide support during flooding or other emergency situations, and

WHEREAS, interest in the property for a commercial use has been expressed to City staff by a private entity, and

WHEREAS, a redevelopment of the property for a commercial use that compliments the revitalization efforts occurring in Downtown Bettendorf would further support continued economic development, and

WHEREAS, issuance of an RFP for a commercial use is required by State Code, due to the fact that the property resides in an Urban Renewal Area.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bettendorf, Iowa hereby authorizes staff to issue an RFP and publish notice for lease proposals of the City-owned property at 845 State Street.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Robert S. Gallagher, Mayor

Attest:

_____
Decker P. Ploehn, City Clerk

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS
FOR A DEVELOPMENT AND IMPLEMENTATION PLAN FOR THE PROPERTY LOCATED AT 845 STATE STREET, BETTENDORF, IOWA

The City of Bettendorf is seeking proposals from qualified bidders to enter into a lease agreement, for the redevelopment of the property located at 845 State Street. Future development of the site shall be a use indicative of what is traditionally found in a high traffic urban setting. The property is in the Downtown Urban Renewal Area, which is set forth in the City of Bettendorf's Urban Renewal Plan. All proposals shall further the objectives of the Downtown Urban Renewal, and the Downtown Master Plan overlay.

All submittals shall be addressed as specified below and received no later than the submittal due date, at which time all submittals will be opened and read as a matter of public record. Electronic submittals will be disqualified. The front of the envelope shall be marked "Request for Proposals for a Development and Implementation Plan for the Property located at 845 State Street." All submittals received after the closing date and time will be returned unopened. The City of Bettendorf reserves the right to reject any and all submittals. All submittals are subject to further negotiation.

RFP Issuance Date: [TBD: 30 days from notice by publication]

Submittal Due Date: **[TBD based on publication date] 2023 at 9:00am CDT**

Submittals shall be delivered to:

Economic Development Office
City of Bettendorf, Iowa
1609 State Street
Bettendorf, Iowa 52722

City offices are open Monday through Friday, 8 a.m. - 5 p.m., excluding holidays.

Any questions regarding the RFP shall be directed to:

Jeff Reiter
Economic Development Director
City of Bettendorf, Iowa
1609 State Street
Bettendorf, Iowa 52722
Telephone: (563) 344-4060
Email: jreiter@bettendorf.org

1. About Bettendorf

The City of Bettendorf is a vibrant community in eastern Iowa, located on the banks of the Mississippi River. The City has an approximate 2022 population of 40,000, and is located within the Iowa/Illinois Quad Cities Region, which has an approximate population of 475,000, making it one of the top 100 largest incorporated places in the United States. The City of Bettendorf is an affluent, predominantly residential community. Over the past five years, Bettendorf has averaged approximately 125 new home builds annually, with an average new home value of over $400,000. In 2018, Bettendorf was named one of the safest cities in Iowa, and has also been named among the "best small cities in the nation for families". Bettendorf is known for its excellent schools, parks, bike trails, and most recently, Bettendorf is seeing a revitalization of its downtown.

Bettendorf has a downtown corridor defined in its Downtown Master Plan, with a central area residing between 6th Street and 26th Street. US Highway 67 and Interstate 74 intersect within the downtown. There is also a 40 acre land-based casino and hotel operation owned by Caesars, a 40,000sf Ascentra Credit Union Corporate Headquarters, a 65,000sf office complex anchored by TBK Bank, and the 132 unit Bridges Lofts apartment complex, all contributing to the revitalization of the downtown district. Additionally, the City of Bettendorf owns the Quad Cities Waterfront Convention Center, located at 2021 State Street. This state of the art property hosts concerts, receptions, conferences and tradeshows.

The biggest project in downtown Bettendorf is the construction of the new I-74 bridge across the Mississippi River. This bridge connects the city of Bettendorf to the city of Moline, Illinois. The new bridge is both beautiful and functional. It contains a scenic overlook, pedestrian/bike path, an urban park, and will soon have pedestrian elevator access.

2. The Project

Even with all of these exciting things happening in downtown Bettendorf, there is still much room for improvement, development, and redevelopment. The Bettendorf City Council has identified the redevelopment of the downtown corridor as one of its highest priorities. As part of that priority, the City has acquired certain properties for the purpose of slum and blight removal. One of those properties is this property located at 845 State Street, a former gas station that had sat vacant for years, and had become a nuisance. The City is seeking redevelopment proposals for this location. The City is intent on this being a project that is collaborative with the City and one that allows for the best use of the property, with certain covenants and restrictions in place.

3. The Details

The City of Bettendorf is seeking a qualified bidder to prepare a Development and Implementation Plan for this property. The area is approximately .44 acres in total. The City anticipates retaining the property, and entering into a lease agreement with the bidder who is selected. The following restrictions and covenants shall be in place and adhered to by the bidder who is chosen:

- No vertical infrastructure or buildings shall be construction on the site
- Access to the site shall be granted to the City at any time, in order to mitigate risks associated with flooding, natural disasters, or other emergency situations
- All improvements to the property shall be incurred by the bidder at their expense
- At the conclusion of said lease, all improvements made to the site shall become the property of the City of Bettendorf

- All improvements must comply with the guidelines set forth in the Downtown Master Plan Overlay District
- Bidders shall take into consideration improvements to the property that are supportive to the City's goals and objectives for continued revitalization of Downtown, including the purposes of the Downtown Bettendorf Urban Plan and Iowa Code Ch. 403

The Development and Implementation Plan for the contemplated site should provide a framework for the development of the property. The City of Bettendorf will require all proposals to meet the standards and guidelines set forth in the City's Downtown Master Plan and overlay district. While certain uses may be allowed in the current zoning classification, or possibly a future zoning class, the City of Bettendorf reserves the right to prohibit certain types of use, as part of this RFP.

The Development and Implementation Plan should contain the following:

- The City's intent is to lease this property and to have this property support continued revitalization of Downtown.
- This property is <u>for lease</u>. The bidder's response to this RFP should include an offer to lease amount that will be offered to the City of Bettendorf.
- A projected timeline, including a construction commencement schedule, should be included with the bidder's response to this RFP. Only real projects will be considered.
- The proposal should include an estimated project budget for all improvements contemplated by the bidder.
- A narrative describing all aspects of the bidder's proposed project should be included.
- At a minimum, the proposal must include a concept plan for the entire site, and the concept plan should include conceptual drawings depicting the finished product.
- Please list any conflicts of interest that the bidder may have with the City of Bettendorf, as they pertain to this development.

For reference, images of the property and an aerial view have been included in this RFP. Additionally, the design standards within the City Code should be adhered to when final design is drafted and the site plan is submitted. Any and all bidders will be required to go through any site plan and zoning approval processes, as well as securing all necessary permits and/or licensing associated with demolition, construction, occupancy, and final operation.

4. Questions

All questions regarding this RFP should be directed to the Economic Development Director no later than [TBD based on publication date: tentatively, December 30, 2022 at 10:00am CDT].

5. Selection Process and Schedule

City officials will review all proposals. City officials will determine which proposals will move forward for final consideration. A public hearing will be held prior to lease of any City-owned property. Following the public hearing, the City Council may determine to lease the property to the developer whose proposal, if carried out, would be in the best interests of the City, in light of the urban renewal and development objectives of the City, including the purposes of the Downtown Bettendorf Urban Renewal Plan and Iowa Code Chapter 403. Once approved by City Council, City staff will begin the property lease process with the winning bidder. Proposals will be considered based on their creativity, the viability of the project, the candidate's ability to finance the project, and the reality of the timeline for completion as the City Council

may determine to be in the best interest of the City. The City of Bettendorf reserves the right to reject any and all submittals.

Those proposals that are considered should expect the following process to occur:

- Notification within ten days that the RFP is being considered as a finalist
- A recommendation will be made to the Bettendorf City Council, at which time, City Council will make the final approval or denial
- Bettendorf City Council and administrative staff will go through the necessary approval process and procedural steps to execute a lease

It is anticipated that the final approval of a lease of the property will occur by **[TBD based on publication date]**. This date may fluctuate if further deliberation is requested by City Council.


SITE .44 ACRES
nearmap



Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Geifman's Fifth Addition (replat), submitted by Steve Geifman. (Case 22-082)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Steve Geifman has submitted the final plat of Geifman's Fifth Addition which is a replat of part of the amended plat of Geifman's Fourth Addition (see Aerial Map – Attachment A, Plat of Survey – Attachment B, and Amended Final Plat Geifman's Fourth Addition - Attachment C). Lot 1 of the proposed plat contains Hy-Vee's main grocery store, Lot 2 accommodates the strip mall, and Lot 3 encompasses the Hy-Vee Fast & Fresh store (see Final Plat Geifman's Fifth Addition - Attachment D). A cross easement agreement was composed to address access between lots impacted by the replat (see Easement Agreement - Attachment E). The Future Land Use Map show this area as Community Commercial. The zoning classification is C-2, Community Commercial (see Future Land Use and Zoning Maps - Attachments F and G). This subdivision proposal will meet Goal C: Attract and Retain Business and Industry in the Comprehensive Plan. All uses met the requirements necessary for development at the time of each City Council approval.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at the November 16, 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) Plat of Survey; (C) Amended Geifman's Fourth Addition Final Plat; (D) Geifman's Fifth Addition Final Plat; (E) Easement Agreement; (F) Future Land Use Map; (G) Zoning Map; (H) Staff report to the Planning and Zoning Commission; (I) Planning and Zoning Commission report to the Mayor and City Council; (J) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING THE FINAL PLAT OF
GEIFMAN'S FIFTH ADDITION
(REPLAT OF PART OF AMENDED PLAT OF GEIFMAN'S FOURTH ADDITION)

WHEREAS, Steve Geifman has submitted the final plat of Geifman's Fifth Addition (replat of part of the amended final plat of Geifman's Fourth 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 state, federal, or local government provisions as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Geifman's Fifth Addition subject to the following conditions:

1. All conditions from the prior subdivision of the ground shall apply.
2. The proposed cross access easement must be signed by both parties and recorded at the Scott County Recorder's Office.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

ATTACHMENT A



By Class

RDCLASS

- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
- Ponds and Lakes

N

0 0.01 0.03 0.05 Miles

Doc ID: 021537010004 Type: PLA
Recorded: 09/07/2018 at 10:51:14 AM
Fee Amt: $22.00 Page 1 of 4
Scott County Iowa
Rita A. Vargas Recorder
File 2018-00023352

ATTACHMENT B

DESCRIPTION: Part of Lot 1 of the Amended Final Plat of Geifman's Fourth Addition: City of Bettendorf
REQUESTOR: Steve Geifman; First Equity Development Group
PROPIETOR: Steve Geifman; First Equity Development Group
SURVEYOR: Daryl A. Brickner
SURVEY COMPANY: IMEG CORP.
RETURN TO: IMEG CORP.
1717 STATE STREET, SUITE 201
BETTENDORF, IOWA 52807
Daryl.A.Brickner@imegcorp.com (563) 823-6079

PLAT OF SURVEY

PART OF LOT 1 OF THE AMENDED FINAL PLAT OF GEIFMAN'S FOURTH ADDITION,
IN PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND
PART OF THE NORTHWEST QUARTER OF SECTION 22,
ALL IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

THIS PLAT MEETS THE SUBDIVISION AND ZONING REQUIREMENTS FOR THE CITY OF BETTENDORF

BY: _____ 8-31-2018
JOHN SOENKSEN — DATE:
BETTENDORF CITY PLANNER

OWNER/DEVELOPER
STEVE GEIFMAN
FIRST EQUITY
DEVELOPMENT GROUP
5025 UTICA RIDGE ROAD
DAVENPORT, IOWA 52807
(563) 323-2626

SURVEYOR
DARYL A BRICKNER
IMEG CORP.
1717 STATE STREET, SUITE 201
BETTENDORF, IOWA 52722
(563) 823-6079

REFERENCE DOCUMENTS

FINAL PLAT FOR GEIFMAN'S FOURTH ADDITION:	DOCUMENT #2006-00001063
AMENDED FINAL PLAT FOR GEIFMAN'S FOURTH ADDITION	DOCUMENT #2008-00012577

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

SCALE: 1" = 50'

LEGEND

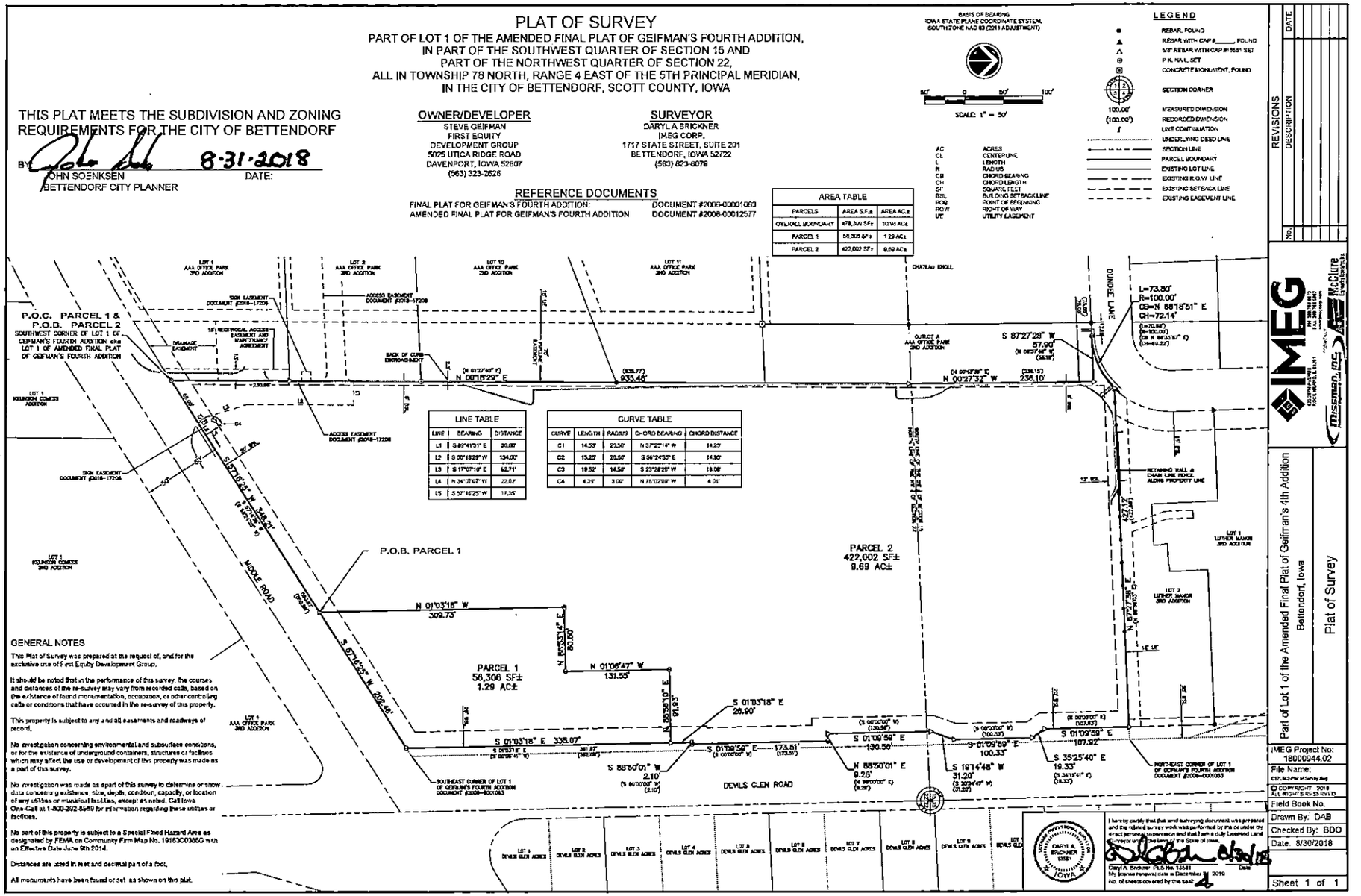
- REBAR, FOUND
- REBAR WITH CAP #_____ FOUND
- 5/8" REBAR WITH CAP #15581 SET
- P.K. NAIL SET
- CONCRETE MONUMENT, FOUND
- SECTION CORNER
- 100.00' MEASURED DIMENSION
- (100.00') RECORDED DIMENSION
- LINE CONTINUATION
- UNDERLYING DEED LINE
- SECTION LINE
- PARCEL BOUNDARY
- EXISTING LOT LINE
- EXISTING R.O.W. LINE
- EXISTING SETBACK LINE
- EXISTING EASEMENT LINE

AC	ACRES
CL	CENTERLINE
L	LENGTH
R	RADIUS
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
BSL	BUILDING SETBACK LINE
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
UE	UTILITY EASEMENT

AREA TABLE		
PARCELS	AREA S.F.±	AREA AC.±
OVERALL BOUNDARY	478,309 SF±	10.98 AC±
PARCEL 1	56,306 SF±	1.29 AC±
PARCEL 2	422,002 SF±	9.69 AC±

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°41'31" E	30.03'
L2	S 00°18'29" W	134.00'
L3	S 17°07'10" E	62.71'
L4	N 34°07'07" W	22.02'
L5	S 57°16'25" W	17.55'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	14.53'	23.50'	N 37°25'14" W	14.29'
C2	15.25'	23.50'	S 36°24'35" E	14.99'
C3	18.52'	14.50'	S 23°28'25" W	18.08'
C4	4.31'	3.00'	N 75°07'09" W	4.01'



GENERAL NOTES

This Plat of Survey was prepared at the request of, and for the exclusive use of First Equity Development Group.

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

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

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

No investigation was made as apart of this survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-292-8989 for information regarding these utilities or facilities.

No part of this property is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0305D with an Effective Date June 5th 2014.

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

All monuments have been found or set as shown on this plat.

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 of the State of Iowa.

DARYL A. BRICKNER 13581 IOWA

Daryl A. Brickner PLS No. 13581 — Date
My license renewal date is December 31, 2019
No. of sheets covered by this seal: 1

REVISIONS		
No.	DESCRIPTION	DATE

IMEG — McClure Engineering — missman, inc.

Part of Lot 1 of the Amended Final Plat of Geifman's 4th Addition
Bettendorf, Iowa

Plat of Survey

IMEG Project No: 18000944.02
File Name: C37LM2-Plat of Survey.dwg
© COPYRIGHT 2018 ALL RIGHTS RESERVED
Field Book No.
Drawn By: DAB
Checked By: BDO
Date: 8/30/2018

Sheet 1 of 1

Doc ID: 01581512000 1 Type: PLA
Recorded: 04/26/2006 at 02:37:46 PM
Fee Amt: $7.00 Page 1 of 1
Scott County Iowa
Rita A. Vargas Recorder
File 2006-00012577

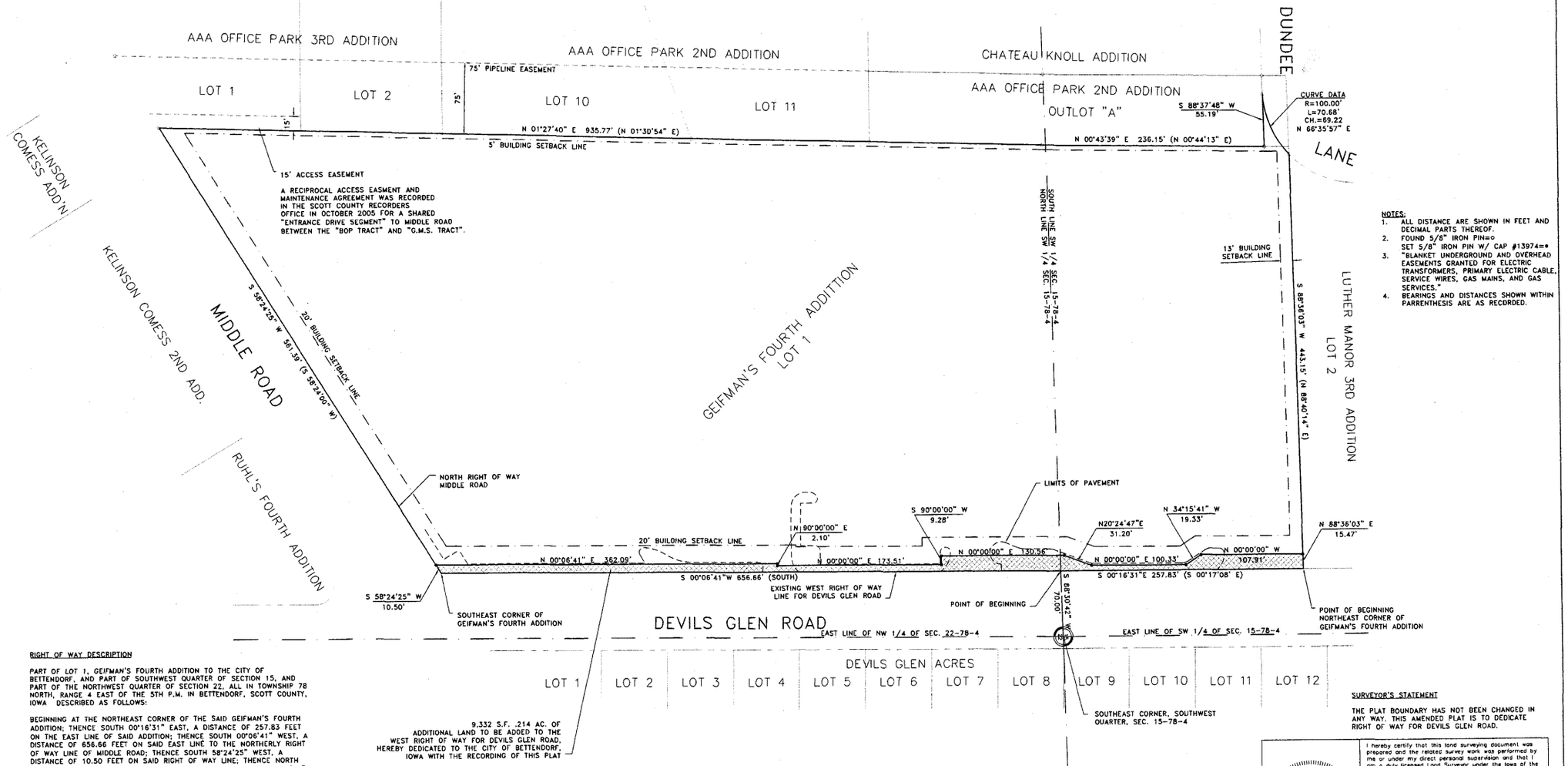
AMENDED FINAL PLAT
FOR
GEIFMAN'S FOURTH ADDITION

PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., BETTENDORF, SCOTT COUNTY, IOWA
11.20 ACRES

ATTACHMENT C

N

0 50' 100'
Scale: 1" = 50'



NOTES:
1. ALL DISTANCE ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. FOUND 5/8" IRON PIN=o SET 5/8" IRON PIN W/ CAP #13974=●
3. "BLANKET UNDERGROUND AND OVERHEAD EASEMENTS GRANTED FOR ELECTRIC TRANSFORMERS, PRIMARY ELECTRIC CABLE, SERVICE WIRES, GAS MAINS, AND GAS SERVICES."
4. BEARINGS AND DISTANCES SHOWN WITHIN PARRENTHESIS ARE AS RECORDED.

RIGHT OF WAY DESCRIPTION

PART OF LOT 1, GEIFMAN'S FOURTH ADDITION TO THE CITY OF BETTENDORF, AND PART OF SOUTHWEST QUARTER OF SECTION 15, AND PART OF THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M. IN BETTENDORF, SCOTT COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SAID GEIFMAN'S FOURTH ADDITION; THENCE SOUTH 00°16'31" EAST, A DISTANCE OF 257.83 FEET ON THE EAST LINE OF SAID ADDITION; THENCE SOUTH 00°06'41" WEST, A DISTANCE OF 656.66 FEET ON SAID EAST LINE TO THE NORTHERLY RIGHT OF WAY LINE OF MIDDLE ROAD; THENCE SOUTH 58°24'25" WEST, A DISTANCE OF 10.50 FEET ON SAID RIGHT OF WAY LINE; THENCE NORTH 00°06'41" EAST, A DISTANCE OF 362.09 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 2.10 FEET; THENCE 00°00'00" EAST, A DISTANCE OF 173.51 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 9.28 FEET, THENCE NORTH 00°00'00" EAST, A DISTANCE OF 130.56 FEET; THENCE NORTH 20°24'47" EAST, A DISTANCE OF 31.20 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 100.33 FEET; THENCE NORTH 34°15'41" WEST, A DISTANCE OF 19.33 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 107.91 FEET TO THE NORTH LINE OF SAID LOT 1 GEIFMAN'S FOURTH ADDITION; THENCE NORTH 88°36'03" EAST, A DISTANCE OF 15.47 FEET ON SAID LINE, TO THE POINT OF BEGINNING.

CONTAINING 9,332 S.F. (0.214 AC.) MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OF RECORD.

SURVEYOR'S STATEMENT

THE PLAT BOUNDARY HAS NOT BEEN CHANGED IN ANY WAY. THIS AMENDED PLAT IS TO DEDICATE RIGHT OF WAY FOR DEVILS GLEN ROAD.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature Ralland L Chesling
Ralland L. Chesling
Date 4-25-06 Reg. No. 13974

My license renewal date is December 31, 2006.

Pages or sheets covered by this seal:
THIS SHEET ONLY

LICENSED LAND SURVEYOR
RALLAND L. CHESLING
13974
IOWA

OWNER/DEVELOPER
RICHARD GEIFMAN
FIRST EQUITY DEVELOPMENT GROUP
201 N. HARRISON STREET
DAVENPORT, IOWA 52801

ATTORNEY
THOMAS J. PASTRNAK
PASTRNAK LAW FIRM P.C.
313 W. 3RD STREET
DAVENPORT, IOWA 52801
(563) 323-7737

SURVEYOR
RALLAND L. CHESLING
MCCLURE ENGINEERING ASSOCIATES, INC.
4700 KENNEDY DRIVE
EAST MOLINE, IL 61244
(309) 792-9350

Prepared by: Ralland L. Chesling, McClure Engineering Associates Inc. 4700 Kennedy Drive, East Moline, Illinois (309) 792-9350

GEIFMAN'S FOURTH ADDITION
2900 DEVILS GLEN ROAD – BETTENDORF, IOWA

REVISIONS		
NO.	ITEM	DATE
2	ADDED OWNER, ATTORNEY, SURVEYOR	APRIL 25, 2006
1	ADDED DESCRIPTION AND NOTES	MARCH 31, 2006

PLOTTING SCALE: 1" = 50'
DRAWN BY: rkb
CHECKED BY: RLC
DATE: February 24, 2006

McCLURE ENGINEERING ASSOCIATES, INC.
4700 Kennedy Drive (309) 792-9350
East Moline, Illinois 61244 FAX (309) 792-8974

Copyright 2005 by McClure Engineering Associates, Inc.

AMENDED FINAL PLAT
2900 DEVILS GLEN ROAD — *BETTENDORF, IOWA*
FILE NAME: T:\ABE105.237\DWG\PLATOFSURVEY.DWG — JOB NUMBER: 01-15-05-237

SHEET NO. 1 OF 1

ATTACHMENT D

FINAL PLAT

GEIFMAN'S FIFTH ADDITION

A REPLAT OF PART OF LOT 1 OF THE AMENDED FINAL PLAT FOR GEIFMAN'S FOURTH ADDITION IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA

INDEX LEGEND

LOCATION	:	PARCEL 2, LOT 1, GEIFMAN'S FOURTH ADDITION & LOT 10, AAA OFFICE PARK 2ND ADDITION, BETTENDORF, SCOTT COUNTY, IOWA
REQUESTOR	:	STEVE GEIFMAN
PROPRIETOR	:	FIRST EQUITY MANAGEMENT, L.C.
SURVEYOR	:	JONATHON BAILEY
SURVEY	:	SHIVE-HATTERY, INC.
COMPANY	:	2839 NORTHGATE DR, IOWA CITY, IA 52245
RETURN TO	:	SHIVE-HATTERY, INC.

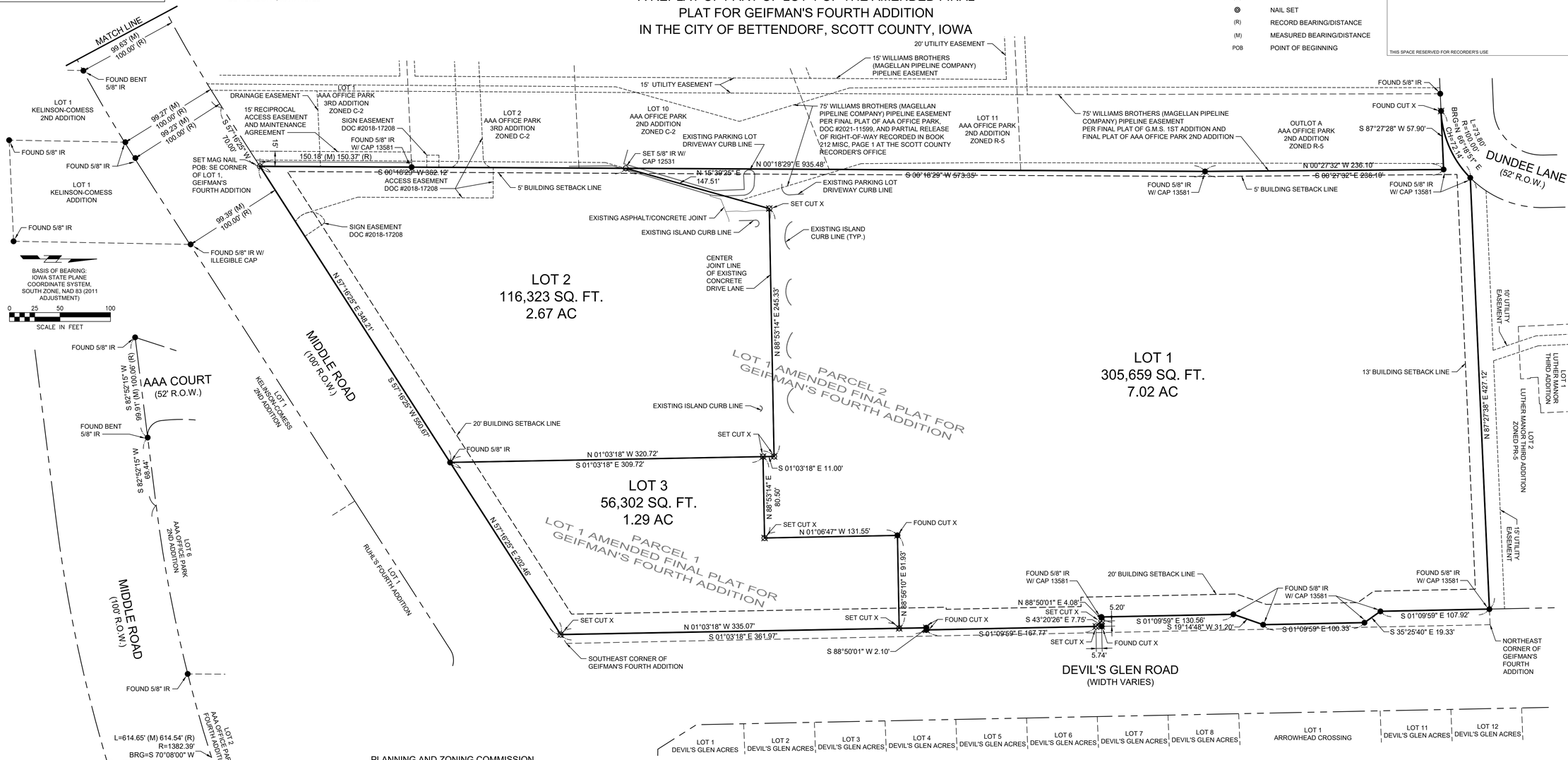
OWNER/DEVELOPER

FIRST EQUITY MANAGEMENT L.C.
2172 56TH AVENUE WEST
BETTENDORF, IOWA 52722

LEGEND

- IRON ROD - FOUND
- IRON ROD - SET
- X CUT FOUND
- X CUT SET
- NAIL SET
- (R) RECORD BEARING/DISTANCE
- (M) MEASURED BEARING/DISTANCE
- POB POINT OF BEGINNING

THIS SPACE RESERVED FOR RECORDER'S USE



FLOOD ZONE

This property is located within Zone X (area of minimal flood hazard) according to the Federal Emergency Management Agency as shown on Flood Insurance Rate Map No. 19163C0386G, dated June 9, 2014.

ZONING

1. This parcel is zoned C-2, Community Commercial General District, Bettendorf, Iowa jurisdiction.
2. Building setbacks for C-2 are as follows:
   - Front yard setback = 20'
   - Side yard setback = none (except when adjoining residential district, then adjoining setback applies)
   - Rear yard setback = none (except when adjoining residential district, then adjoining setback applies)
   - Height restriction = 10 stories (churches, schools, and hospitals are permitted a maximum height of 60' for the main structure and 75' for towers and steeples)

PLANNING AND ZONING COMMISSION

BY: _____

DATE: _____

CITY OF BETTENDORF IOWA

BY: _____

ATTEST: _____

DATE: _____

IOWA-AMERICAN WATER COMPANY (WATER)

BY: _____

DATE: _____

MIDAMERICAN ENERGY COMPANY (GAS/ELECTRIC)

BY: _____

DATE: _____

MEDIACOM (CABLEVISION)

BY: _____

DATE: _____

LUMEN (TELEPHONE)

BY: _____

DATE: _____

METRONET (TELEPHONE)

BY: _____

DATE: _____

LAND DESCRIPTION

Part of Lot 1 of the Amended Final Plat for Geifman's Fourth Addition (Amended Final Plat recorded as Document No. 2006-12577 at the Scott County Recorder's Office, Scott County, Iowa) in the northwest quarter of Section 22 and the southwest quarter of Section 15, Township 78 North, Range 4 East of the 5th Principal Meridian in the City of Bettendorf, Scott County, Iowa, more particularly described as follows:
Beginning at the southeast corner of said Lot 1;
Thence north 00°18'29" east 935.48 feet along a westerly line of said Lot 1;
Thence north 00°27'32" west 236.10 feet along a westerly line of said Lot 1 to a corner of said Lot 1 and the northeast corner of Outlot A of AAA Office Park 2nd Addition (Final Plat recorded as Document No. 12106-97 at the Scott County Recorder's Office, Scott County, Iowa);
Thence south 87°27'28" west 57.90 feet along a southerly line of said Lot 1 to a point of intersection with the southeasterly right-of-way of Dundee Lane;
Thence northeasterly 73.80 feet along the arc of a 100 foot radius curve concave northwesterly (chord bearing north 66°18'51" east 72.14 feet) along said southeasterly right-of-way to a corner of said Lot 1 and the southeast corner of Lot 2 of Luther Manor Third Addition (Final Plat recorded as Document No. 07539-93 at the Scott County Recorder's Office, Scott County, Iowa);
Thence north 87°27'38" east 427.12 feet along the north line of said Lot 1 and the south line of said Lot 2 to a point of intersection with the westerly right-of-way of Devil's Glen Road (Deeds for westerly Devil's Glen Road right-of-way recorded as Document No. 2006-12576 and Document No. 2006-35741 at the Scott County Recorder's Office, Scott County Iowa) and the northeast corner of Parcel 2 of said Lot 1 (Plat of Survey recorded as Document No. 2018-23352 at the Scott County Recorder's Office, Scott County, Iowa);
Thence south 01°09'59" east 107.92 feet along said westerly right-of-way;
Thence south 35°25'40" east 19.33 feet along said westerly right-of-way;
Thence south 01°09'59" east 100.33 feet along said westerly right-of-way;
Thence south 19°14'48" west 31.20 feet along said westerly right-of-way;
Thence south 01°09'59" east 130.56 feet along said westerly right-of-way;
Thence north 88°50'01" east 4.08 feet along said westerly right-of-way;
Thence south 43°20'26" east 7.75 feet along said westerly right-of-way;
Thence south 01°09'59" east 167.77 feet along said westerly right-of-way;
Thence south 88°50'01" west 2.10 feet along said westerly right-of-way;
Thence south 01°03'18" east 361.97 feet along said westerly right-of-way to a point of intersection with the northwesterly right-of-way of Middle Road and the southeast corner of Parcel 1 of said Lot 1;
Thence south 57°16'25" west 550.67 feet along a southeasterly line of said Lot 1 and along said northwesterly right-of-way to the point of beginning.

GENERAL NOTES

1. 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.
2. 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 services and cable t.v. to individual structures and street lights.
3. Source of title: Doc #92-77, Doc #6004-81, Doc #6005-81, and Doc #2006-06857

SURVEYOR'S NOTES

1. This subdivision contains 10.98 acres more or less.
2. Sidewalks will be constructed along all public street frontages. Installation of sidewalks shall occur when the abutting property is developed or when so ordered by the city.

PROFESSIONAL LAND SURVEYOR — JONATHON BAILEY 12531 — IOWA

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

SIGNATURE: _____
NAME: JONATHON BAILEY
DATE: _____ LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.01

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
2144 56TH AVENUE WEST
BETTENDORF, IOWA 52722
563.835.7300 | SHIVE-HATTERY.COM

FINAL PLAT
GEIFMAN'S FIFTH ADDITION
A REPLAT OF PART OF LOT 1 OF THE AMENDED FINAL PLAT FOR GEIFMAN'S FOURTH ADDITION
BETTENDORF, IOWA

DRAWN BY	SSP
APPROVED BY	JSB
ISSUED FOR	REVIEW
ISSUE DATE	10/21/2022
PROJECT NUMBER	2132204720
FIELD BOOK	609

FINAL PLAT

B1.01

N:\Active Projects\2021\2132047720\Drawings\Plat\2132047720-Bettendorf-Geifman's Fifth Addition-Plat.dwg
Plotted: 10/20/2022 8:54:47 AM

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 2022, by and between GEIFMAN FOOD STORES, INC., an Iowa corporation ("Geifman"), and FIRST EQUITY MANAGEMENT, LC, an Iowa limited liability company ("First Equity").

W I T N E S S E T H:

The following recitals of fact are a material part of this Agreement.

A. Geifman is the owner of real property legally described as FILL IN, City of Bettendorf, Iowa (the "Geifman Property").

B. First Equity is the owner of real property legally described as FILL IN (the "First Equity Property" and collectively with the Geifman Property, the "Property").

C. Geifman and First Equity each desires to provide a non-exclusive access easement for the benefit of the Property, over and across that portion of their respective Property designated as "Access Easement" and legally described on attached Exhibit A (the "Access Easement") and to provide for the maintenance thereof as provided herein.

NOW THEREFORE, in consideration of the foregoing, the sum of One Dollar ($1.00), the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated by Reference.** The provisions of the aforesaid recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. **Grant of Access Easement.** Subject to the terms of this Agreement and to all matters and conditions of record, Geifman and First Equity each hereby grants, gives, and conveys, for the benefit of the Properties, Geifman and First Equity, and the successor owners of the Properties, and their licensees and invitees (collectively, the "Neighboring Owner"), a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and through the Access Easement.

3. **Maintenance of Easement Premises.** Geifman and First Equity, and each of their respective successors and assigns (collectively, the "Property Owners"), shall reasonably maintain the Access Easement areas located on their respective Property in such a condition that is consistent with its aforesaid purpose. The Property Owners shall be solely responsible for all costs associated with the maintenance and repair of the Access Easement areas located on their respective Property. If any Property Owner fails to reasonably maintain the Access Easement areas located on its respective Property in good working condition, the Neighboring Owner shall notify such Property Owner in writing. If said Property Owner does not take steps to remedy the condition of the Access Easement areas within fifteen (15) days of the written notice, the Neighboring Owner may, but is not obligated to, perform reasonable maintenance and repairs on the Access Easement areas and be reimbursed by such Property Owner for any expenses incurred. Notwithstanding the foregoing, in the event that any repairs or maintenance of the Access Easement areas are required as a result the negligence or willful misconduct of Neighboring Owner, Neighboring Owner shall be solely responsible for the cost of such repairs and maintenance, and shall reimburse such Property Owner immediately upon delivery to Neighboring Owner by such Property Owner of invoices for such

DRAFT

repairs and maintenance.

4. **Non-Interference by Property Owner.** Geifman and First Equity, and each of their respective successors and assigns to the Property, each hereby agrees not to interfere with, or allow any of its permittees to unreasonably interfere with, the use, benefit and enjoyment of the applicable Easements.

5. **Covenants Run With Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and take effect to the benefit of all parties having or acquiring any right, title, or interest in or to any portion of, or interest or estate in the Property, the Neighboring Properties, or the Easement areas respectively.

6. **Compliance with Laws.** All use of the Easement areas by Neighboring Owner shall comply with all applicable laws, statutes, building codes, and regulations of general application.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Iowa.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Recorder for Scott County, Iowa.

9. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

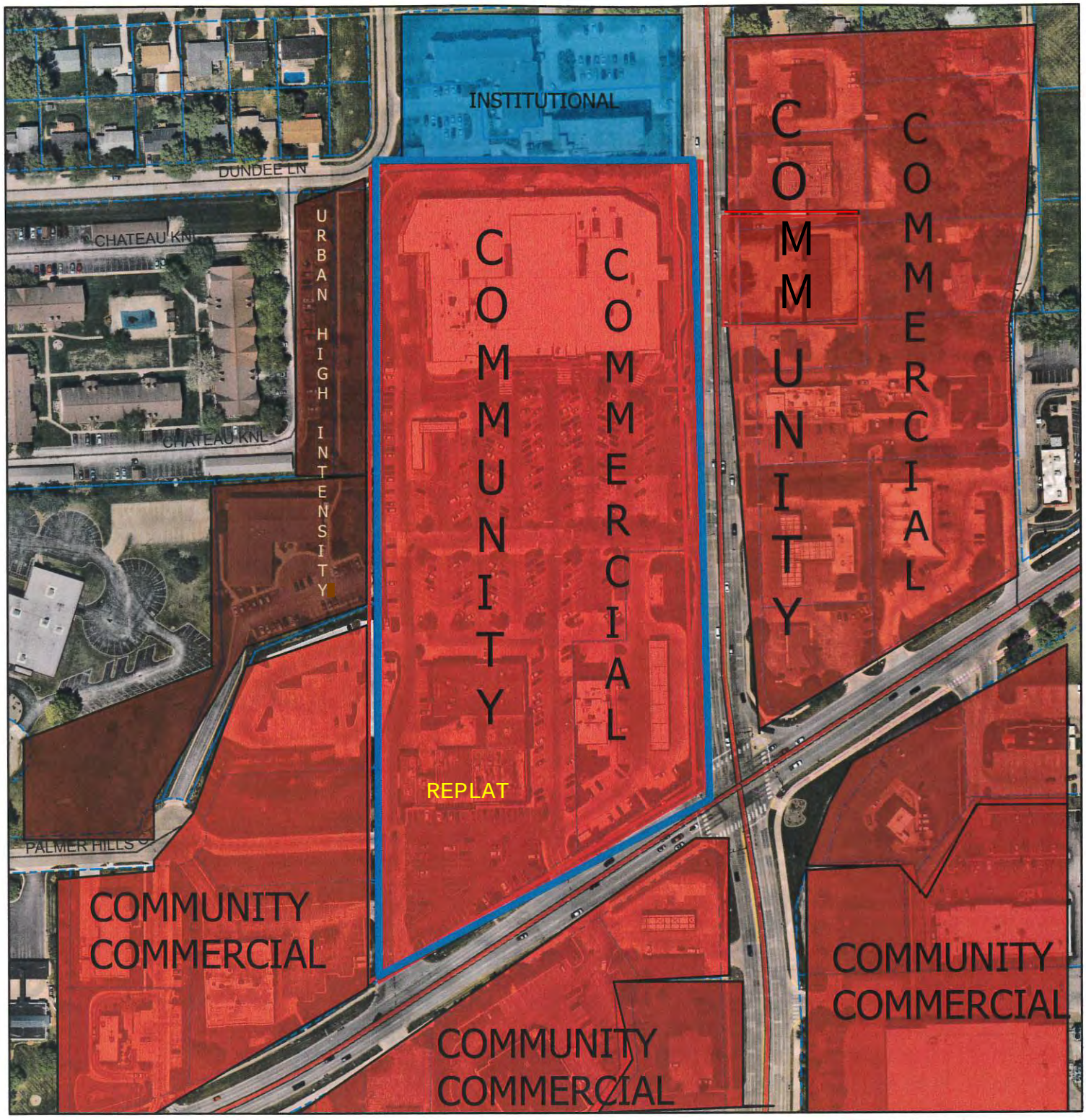
11. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. **No rights in the General Public.** Nothing contained herein shall be construed as creating any rights in the general public to the Easement granted hereunder or any part thereof, and the provisions hereof are not intended and do not constitute a dedication for public use.

(signature pages to follow)

ATTACHMENT F



By Class

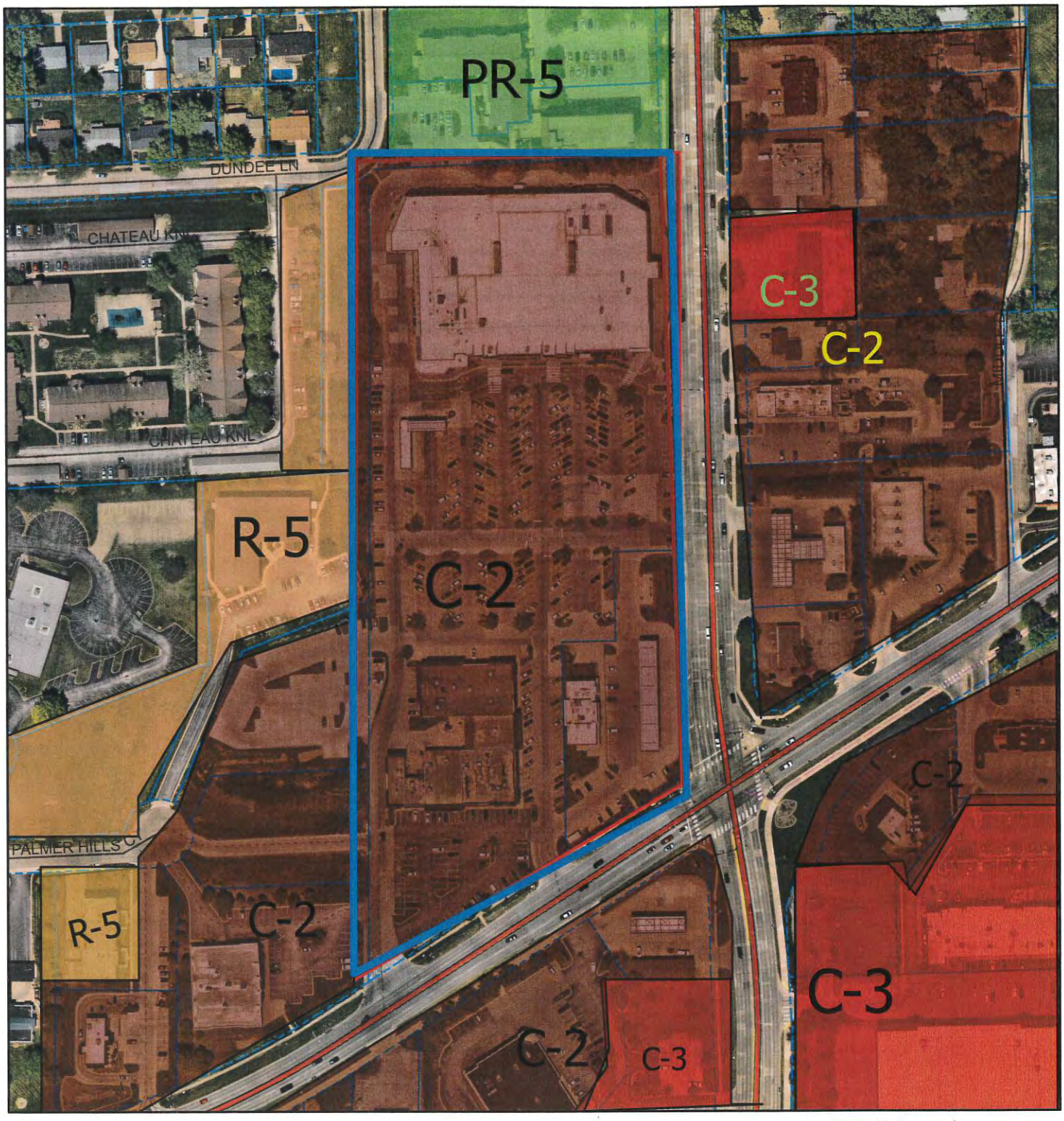
RDCLASS

- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
- Ponds and Lakes

N

0 0.01 0.03 0.05 Miles

ATTACHMENT G



By Class

RDCLASS

- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
- Ponds and Lakes

N

0 0.01 0.03 0.05 Miles

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

November 16, 2022

Staff Report

Case No. 22-082
Application: Geifman's Fifth Addition - Replat
Location: Northwest corner of Middle Road and Devils Glen Road
Applicant: Steve Geifman
Zoning Designation: C-2, Community Commercial District
Future Land Use: Community Commercial

Background Information and Facts

Steve Geifman is proposing a replat of Geifman's Fourth Addition into three lots being proposed as Geifman's Fifth Addition (see Aerial – Attachment A). Lot 1 contains Hy-Vee's main grocery store, Lot 2 accommodates the strip mall, and Lot 3 encompasses the Hy-Vee Fast & Fresh store. Previously this ground was subdivided as an Amended Plat of Geifman's Fourth Addition (see Final Plats - Attachments B and C). The result of this replat would be the proposed Fifth Addition (see Final Plat - Attachment D). A cross easement agreement was composed to address access between lots impacted by the replat (see Easement Agreement - Attachment E).

Future Land Use and Comprehensive Plan

The Future Land Use Map show this area as Community Commercial. The zoning classification is C-2, Community Commercial (see Future Land Use and Zoning Map - Attachments F and G). This subdivision proposal will meet Goal C: Attract and Retain Business and Industry in the Comprehensive Plan. All uses met the requirements necessary for development at the time of each City Council approval.

Thoroughfare Plan & Access

The final plat will maintain the same access points from Devils Glen Road and Middle Road. Cross easements for access will be maintained between lots and the adjoining subdivision (AAA Office Park Second Addition) to the west which includes Hy-Vee employee parking.

Utilities

Various utilities have been connected to businesses within the boundaries of the plat.

Storm Water Detention

Storm water detention is grandfathered based on the amount of impervious surface.

Staff Recommendation

Staff recommends approval of the final plat of Geifman's Fifth Addition subject to the following conditions:

1. All conditions from the prior subdivision of the ground shall apply.
2. The proposed cross access easement must be signed by both parties and recorded with the Scott County Recorder's Office.

Respectfully submitted,

Greg Beck
City Planner

November 29, 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 Geifman's Fifth Addition, submitted by Steve Geifman. (Case 22-082)

Honorable Mayor and Members of the City Council:

On November 16, 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

4. Case 22-082; Geifman's Fifth Addition (replat of part of Lot 1, Geifman's Fourth Addition, submitted by Steve Geifman.

Beck reviewed the staff report.

Kappeler asked if the parking lot to the west of the proposed subdivision is included in a separate plat. Beck confirmed this, adding that there will be an agreement maintaining the cross-connectivity.

> On motion by Kappeler, seconded by Stoltenberg, that the final plat be approved subject to staff recommendations.

ALL AYES

Motion carried.

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the final plat of Devil's Bluff 2nd Addition (replat), submitted by David Kempen. (Case 22-083)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
The applicant, David Kempen, has submitted the final plat of Devil's Bluff 2nd Addition (replat of Devil's Bluff) (see Aerial Map - Attachment A). The development area is shown as Urban Medium Intensity on the Future Land Use Map, and the property is located in an R-4 District (see Future Land Use Map - Attachment B and Zoning Map - Attachment C). The final plat of Devil's Bluff shows one lot and multiple existing sewer, access, utility, and bike path easements (see Final Plat of Devil's Bluff – Attachment D). The proposed final plat of Devil's Bluff 2nd Addition transfers all notes and easements from the original plat, with the addition of a 35-foot ingress/egress easement on Lot 1 giving access to Lot 2 to Devils Glen Road and a blanket parking easement for Lots 1 and 2 (see Final Plat of Devil's Bluff 2nd Addition – Attachment E). The front yard building setback line is shown along Devils Glen Road as required per code (see Devil's Bluff 2nd Addition Final Plat with Buildings – Attachment F). The development remains compliant with building bulk standards for the R-4 district after splitting one lot into two.

The Planning and Zoning Commission made a recommendation for approval of the final plat by a 6-0 margin at the November 16, 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) Future Land Use Map; (C) Zoning Map; (D) Devil's Bluff Final Plat; (E) Devil's Bluff 2nd Addition Final Plat; (F) Devil's Bluff 2nd Addition with Buildings; (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 FINAL PLAT OF DEVIL'S BLUFF 2ND ADDITION (REPLAT OF DEVIL'S BLUFF)

WHEREAS, David Kempen has submitted the final plat of Devil's Bluff 2nd Addition (replat of Devil's Bluff), 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 state, federal, or local government provisions as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the final plat of Devil's Bluff 2nd Addition.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

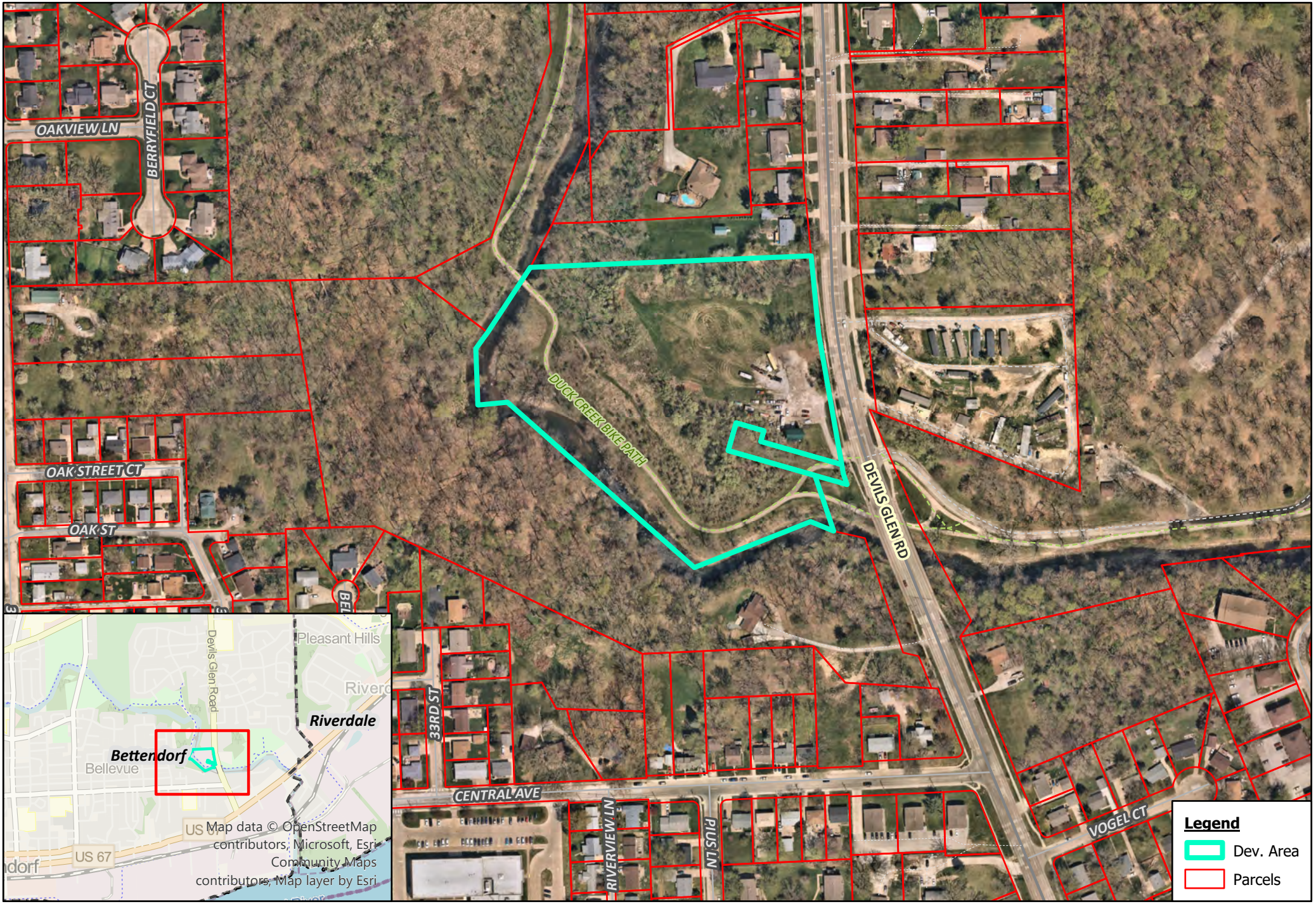
_____

Decker P. Ploehn, City Clerk

Case 22-083: Devil's Bluff 2nd Addition
Final Plat (Replat)
Aerial Map

1 Inch = 274 Feet
Feet
0 105 210 420 630

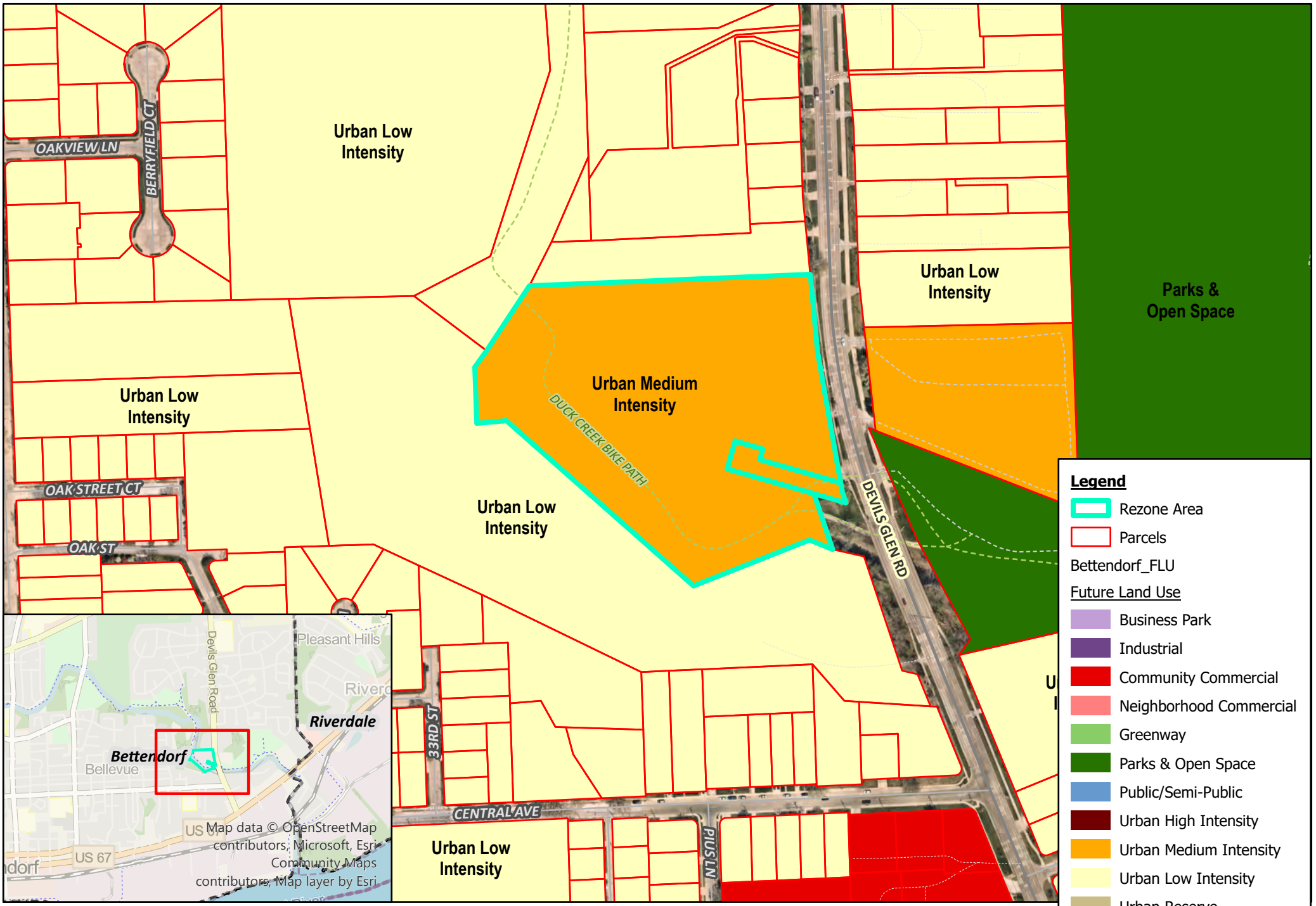
N



Case 22-083: Devil's Bluff 2nd Addition
Final Plat
Future Land Use

1 Inch = 274 Feet
Feet
0 105 210 420 630

N



Legend

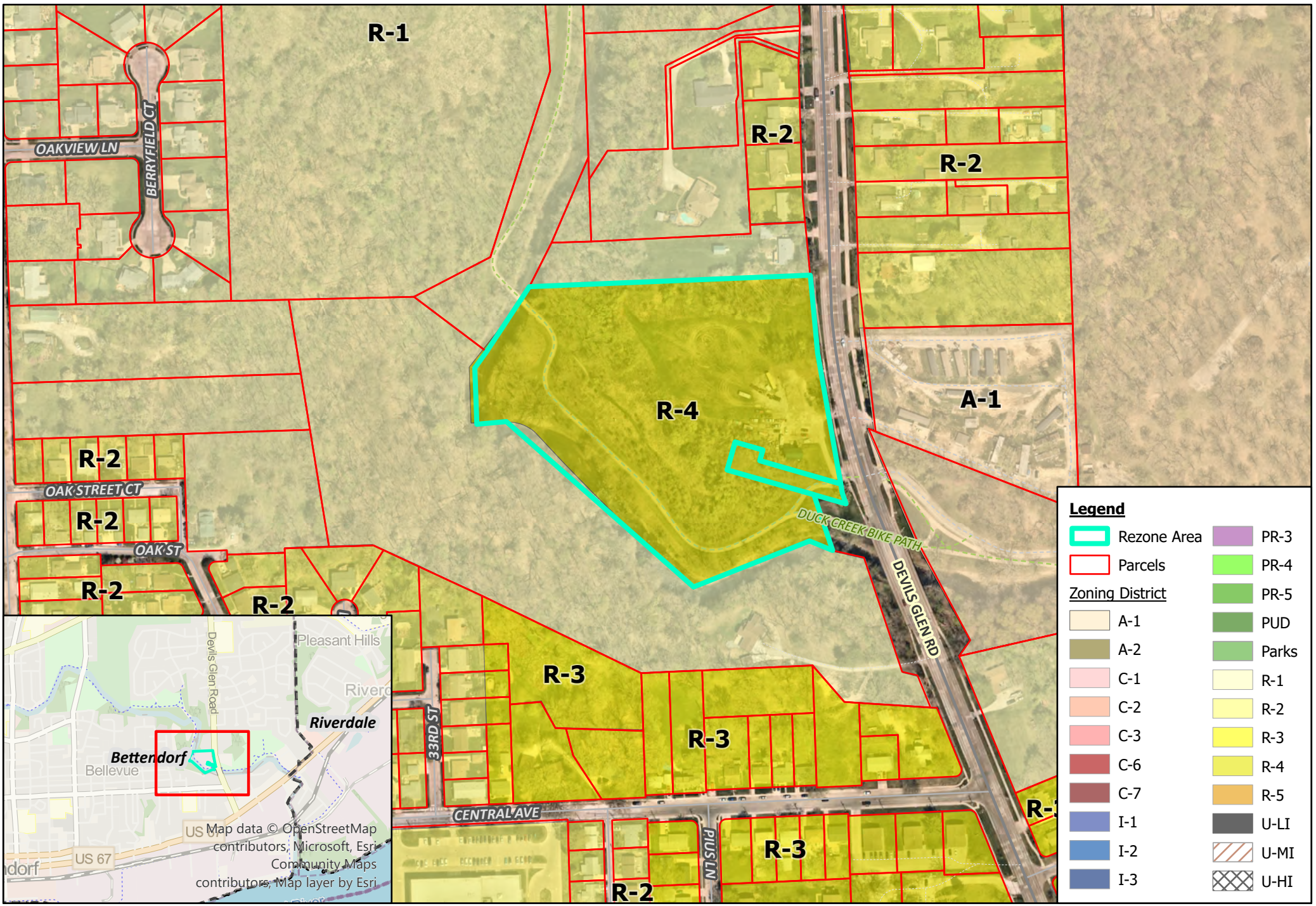
- Rezone Area
- Parcels

Bettendorf_FLU

Future Land Use

- Business Park
- Industrial
- Community Commercial
- Neighborhood Commercial
- Greenway
- Parks & Open Space
- Public/Semi-Public
- Urban High Intensity
- Urban Medium Intensity
- Urban Low Intensity
- Urban Reserve

Case 22-083: Devil's Bluff 2nd Addition
Final Plat (Replat)
Zoning

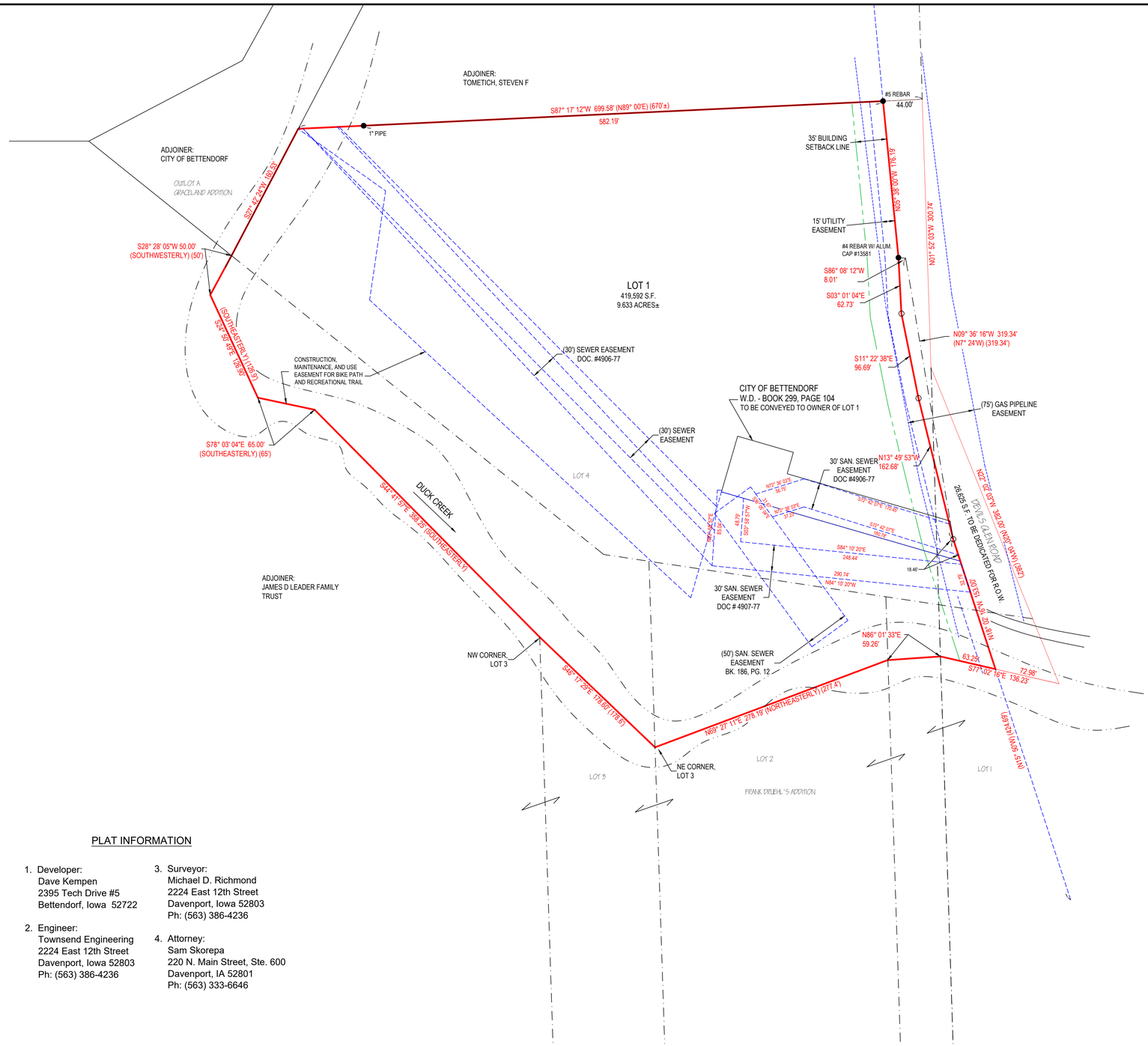


FINAL PLAT

DEVIL'S BLUFF

AN ADDITION TO THE CITY OF BETTENDORF, IOWA

BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M. CITY OF BETTENDORF, SCOTT COUNTY, IOWA.



PLAT INFORMATION

1. Developer:
   Dave Kempen
   2395 Tech Drive #5
   Bettendorf, Iowa 52722
2. Engineer:
   Townsend Engineering
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
3. Surveyor:
   Michael D. Richmond
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
4. Attorney:
   Sam Skorepa
   220 N. Main Street, Ste. 600
   Davenport, IA 52801
   Ph: (563) 333-6646

APPROVAL SIGNATURES:

MAYOR	DATE:
CITY CLERK	DATE:
CHAIRMAN PLAN & ZONE	DATE:
CENTURY LINK	DATE:
IOWA - AMERICAN WATER COMPANY	DATE:
METRONET	DATE
MEDIACOM	DATE:
MIDAMERICAN ENERGY	DATE:

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

NOTES:

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF BETTENDORF STANDARD SPECIFICATIONS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF CITY COUNCIL APPROVAL, IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

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 #19163C0386G, EFFECTIVE DATE JUNE 9, 2014.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

STORM WATER QUALITY MUST BE PROVIDED BY EACH LOT OWNER.

THE BASE FLOOD ELEVATION OF THE AREA WITHIN THIS SUBDIVISION IS 591.9' NAVD 1988. THE LOW WATER ENTRY LEVEL FOR ALL BUILDING TO BE CONSTRUCTED WITHIN THIS SUBDIVISION IS 593.9' NAVD 1988.

THE EASEMENT ESTABLISHED IN DOC. #38932-99 SHALL CONTINUE TO AFFECT THE PROPERTY SUBDIVIDED HEREON.

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
AS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE =
EASEMENT LINE = — — — —
SETBACK LINE= — — — —
EXISTING LOT LINE= — · — · —

N W E S

GRAPHIC SCALE
60 0 30 60
(IN FEET)
1" = 60' (24x36)

Area of Subdivision:
Gross: 10.244 Acres ±
R.O.W.: 0.611 Acres ±
Lot 1: 9.633 Acres ±

THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE US STATE PLANE COORDINATE SYSTEM, IOWA SOUTH ZONE (1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00.

LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
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.

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: 1

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT

DATE: 05/24/2022

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

DRAWN BY: KLC
CHECKED BY: MDR
DRAWING LOCATION: S:\KEMPEN

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
FINAL PLAT
DEVIL'S BLUFF
BETTENDORF, IOWA

DEVELOPER
DAVE KEMPEN
2395 TECH DRIVE
BETTENDORF, IOWA 52722

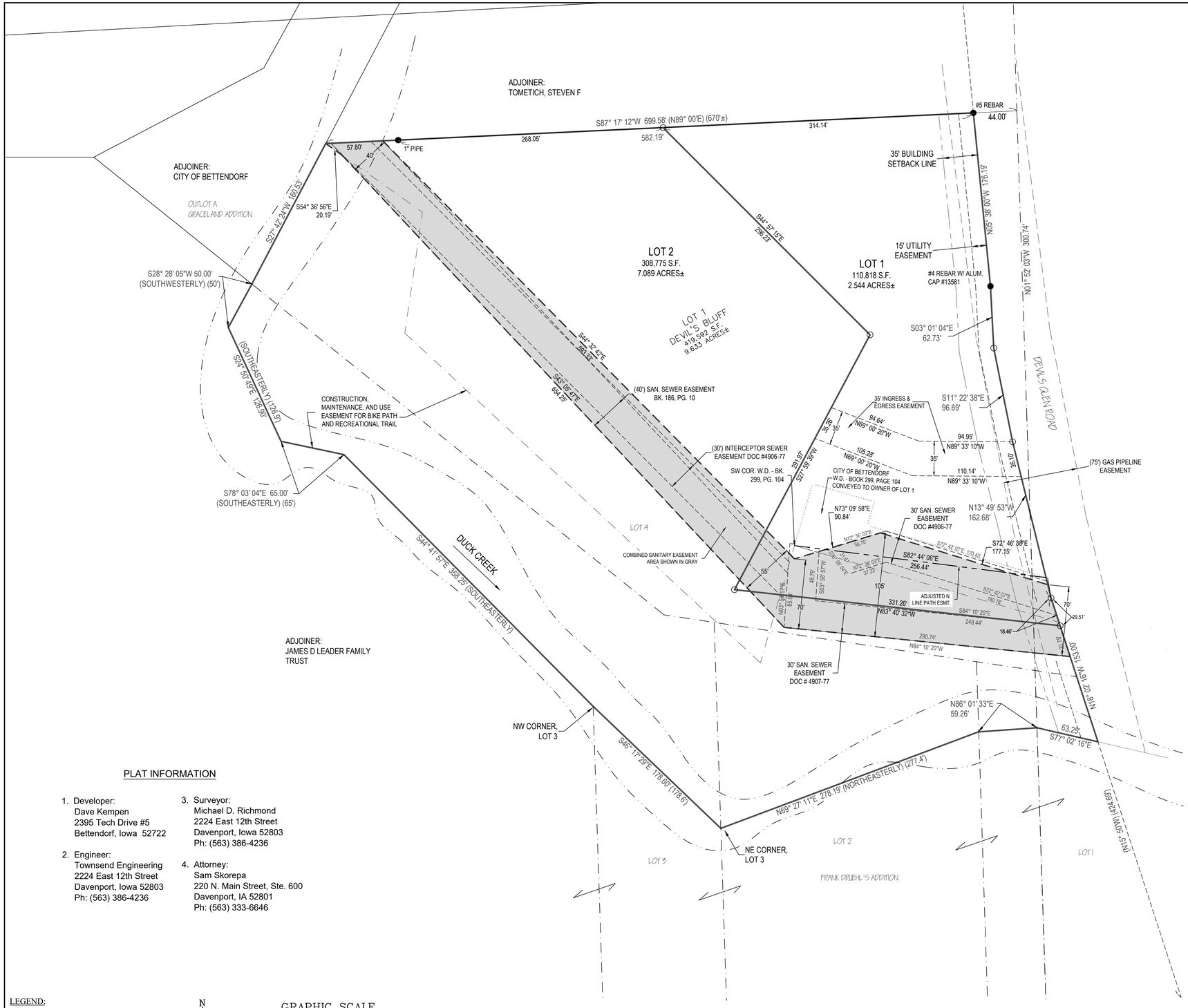
SHEET NO.
1 OF 1

FINAL PLAT

DEVIL'S BLUFF 2nd ADDITION

AN ADDITION TO THE CITY OF BETTENDORF, IOWA

BEING A RE-PLAT OF DEVILS BLUFF, AN ADDITION TO THE CITY OF BETTENDORF, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M. CITY OF BETTENDORF, SCOTT COUNTY, IOWA.



PLAT INFORMATION

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APPROVAL SIGNATURES:

MAYOR	DATE:
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CHAIRMAN PLAN & ZONE	DATE:
CENTURY LINK	DATE:
IOWA - AMERICAN WATER COMPANY	DATE:
METRONET	DATE
MEDIACOM	DATE:
MIDAMERICAN ENERGY	DATE:

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

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COMBINED SANITARY SEWER EASEMENT SHALL ENCOMPASS PREVIOUSLY RECORDED SANITARY SEWER EASEMENTS WITHIN SUBDIVISION.

THERE SHALL BE A BLANKET CROSS ACCESS AND PARKING EASEMENT FOR LOTS 1-2.

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
AS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE =
EASEMENT LINE = – – – –
SETBACK LINE= — — —
EXISTING LOT LINE= — · — · —

N W E S

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1" = 50' (24x36)

Area of Subdivision:
Gross: 9.633 Acres ±
Lot 1: 2.544 Acres ±
Lot 2: 7.089 Acres ±

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LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
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.

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Iowa License Number: 23503
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 11/08/2022

DRAWN BY: KLC

CHECKED BY: MDR

DRAWING LOCATION
S: \KEMPEN

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
FINAL PLAT
DEVIL'S BLUFF 2nd ADDITION
BETTENDORF, IOWA

DEVELOPER
DAVE KEMPEN
2395 TECH DRIVE
BETTENDORF, IOWA 52722

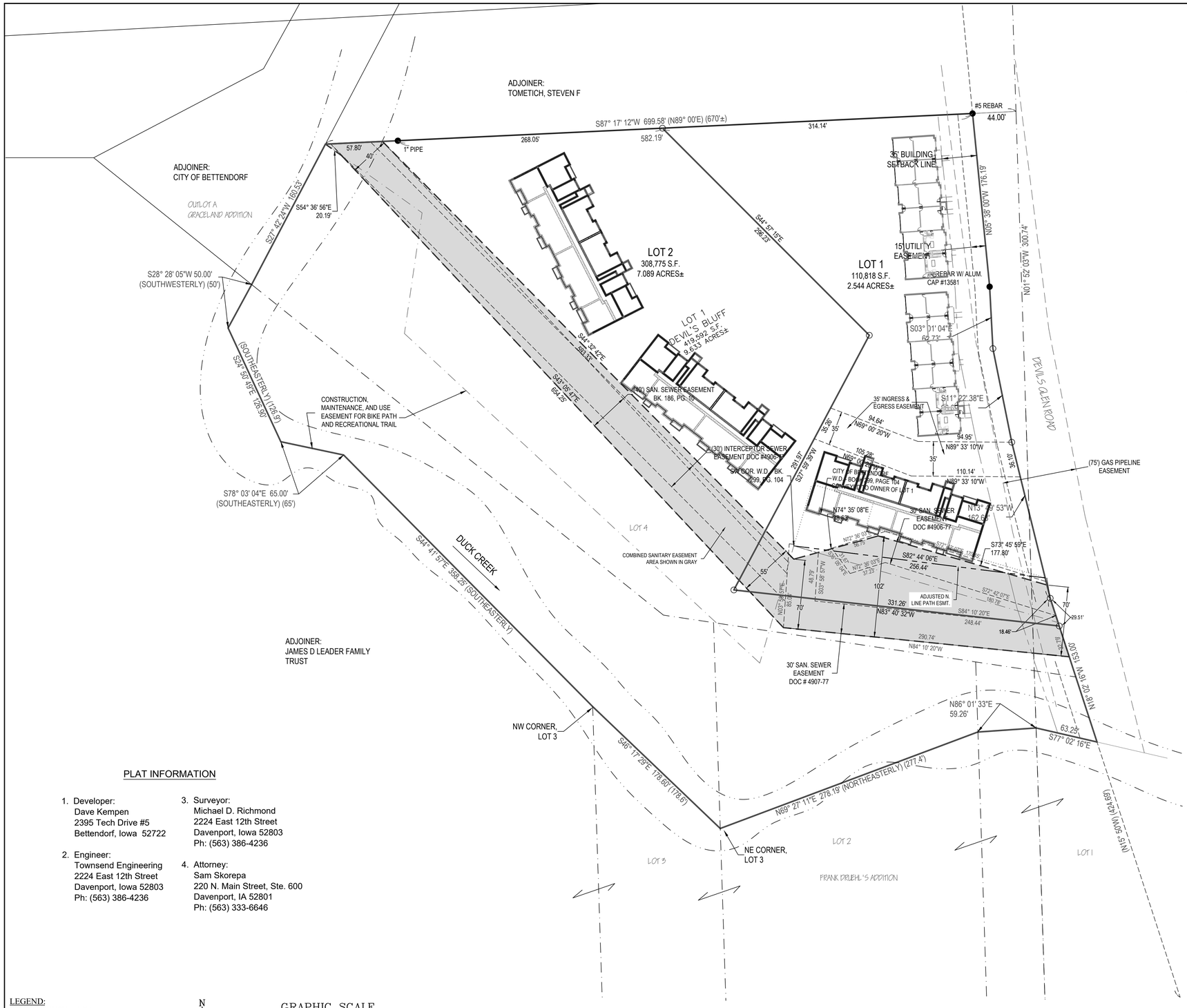
SHEET NO.
1 OF 1

FINAL PLAT

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APPROVAL SIGNATURES:

MAYOR	DATE:
CITY CLERK	DATE:
CHAIRMAN PLAN & ZONE	DATE:
CENTURY LINK	DATE:
IOWA - AMERICAN WATER COMPANY	DATE:
METRONET	DATE
MEDIACOM	DATE:
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   Dave Kempen
   2395 Tech Drive #5
   Bettendorf, Iowa 52722
2. Engineer:
   Townsend Engineering
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
3. Surveyor:
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4. Attorney:
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   220 N. Main Street, Ste. 600
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N W E S

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LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

TOWNSEND ENGINEERING
CIVIL ▫ STRUCTURAL ▫ LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 10/25/2022

DRAWN BY: KLC

CHECKED BY: MDR

DRAWING LOCATION
S: \KEMPEN

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
FINAL PLAT
DEVIL'S BLUFF 2nd ADDITION
BETTENDORF, IOWA

DEVELOPER
DAVE KEMPEN
2395 TECH DRIVE
BETTENDORF, IOWA 52722

SHEET NO.
1 OF 1

COMMUNITY DEVELOPMENT
City Hall Annex • 4403 Devils Glen Road, Bettendorf, Iowa 52722 • (563) 344-4079

November 16, 2022 - Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 22-083
Request: Devil's Bluff 2nd Addition – Final Plat (replat)
Location: Formerly 1200 Devils Glen Road, west of Devils Glen Road and north of Duck Creek
Legal Description: Devil's Bluff (Parcel #: 842719009)
Applicant: David Kempen
Zoning: R-4, Medium-Density Multi-Family Residence District
Future Land Use: UMI, Urban Medium Intensity

Background Information and Facts

The applicant, David Kempen, has submitted a replat/final plat of Devil's Bluff 2nd Addition located at 1200 Devils Glen Road (related to an approved site development plan – Case No. 22-029) (see Aerial Map - Attachment A). The property is located in an R-4 District (see Zoning Map - Attachment B). The final plat for Devil's Bluff shows one lot and multiple existing sewer, access, utility, and bike path easements (see Final Plat of Devil's Bluff – Attachment C). The proposed final plat of Devil's Bluff 2nd Addition transfers all notes and easements from the original plat, with the addition of a 35-foot ingress/egress easement on Lot 1 giving access to Lot 2 to Devils Glen Road and a blanket parking easement for Lots 1 and 2 (see Final Plat of Devil's Bluff 2nd Addition – Attachment D).

The applicant's primary purpose of this replat is to separate financing and development of the two apartment buildings located on the proposed Lot 1 and the twelve townhomes and apartment building on Lot 2. All conditions and site plans approved by the City Council remain in effect and unchanged.

Future Land Use Map & Compliance with Comprehensive Plan

The development area is shown as Urban Medium Intensity on the Future Land Use Map (see Future Land Use Map - Attachment E).

Lot Configuration and Zoning Compliance

The final plat of Devil's Bluff 2nd Addition shows two lots. The front yard building setback line is shown along Devils Glen Road as required per code (see Devil's Bluff Final Plat with Buildings – Attachment F). The development remains compliant with building bulk standards for the R-4 district after splitting one lot into two.

Utilities

The site contains multiple previously-recorded easements which are shown on this plat. A 75-foot pipeline easement exists along the Devils Glen Road right-of-way. This easement is shown and has been approved by the pipeline owner.

Thoroughfare Plan & Pedestrian Access

The final plat of Devil's Bluff 2nd Addition dedicates appropriate right-of-way for the southbound, right-turn lane on Devils Glen Road. Sidewalks currently exist on both sides of Devils Glen Road and connect to the Duck Creek bike path which runs along the creek though the property. The developer will relocate sidewalk along the new turn lane on Devils Glen Road.

Staff Recommendation

Staff contends this submitted final plat of Devil's Bluff materially matches the rezoning concept plan submitted with Case No. 22-007 and preserves all related approved development plan's compliance with City Code. Staff recommends approval of the final plat.

Respectfully submitted,

Taylor Beswick
City Planner

November 29, 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 Devil's Bluff 2nd Addition, submitted by David Kempen. (Case 22-083)

Honorable Mayor and Members of the City Council:

On November 16, 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

Replat

5. Case 22-083; Devil's Bluff 2nd Addition, submitted by David Kempen.

Beswick reviewed the staff report.

Kappeler asked if the plan is to develop the property in phases or all at once. Beswick stated that he while he is unsure of the phasing of the project, the buildings will be constructed from west to east. He added that issues such as materials cost, market changes, and construction of right-of-way will also be considerations. Kappeler asked if the approved site development plan could change if one of the parcels was ever sold. Beswick explained that any material change in the site development plan would require approval of another site development plan. He added that if the lots are ever under separate ownership, the city must ensure that access to Lot 1 is maintained via blanket parking and access easements. Morlok stated that the rezoning request regarding the property is conditional based on the approved concept plan.

> On motion by Stoltenberg, seconded by Gibson, that the final plat be approved subject to staff recommendations.

ALL AYES

Motion carried.

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: December 5/6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for proposed Lot 1, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-072)

Resolution approving a site development plan for proposed Lot 2, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-073)

Resolution approving a site development plan for proposed Lot 3, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Case 22-074)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Applicant Kevin Koellner has submitted 3 site development plans for 3 buildings located on proposed Lots 1, 2, and 3 of FG 80 Holdings Third Addition and which are located northeast of the intersection of Middle Road and Forest Grove Drive (see FG 80 Holdings Third Addition – Attachment A and Aerial Map – Attachment B). The development area is shown as Community Commercial on the Future Land Use Map (see Future Land Use Map - Attachment C). The uses proposed for the buildings are commercial office (Lot 1), commercial retail (Lot 2), and commercial restaurant (Lot 3) which are all allowed in the C-3, General Business District (see Zoning Map – Attachment D and Lots 1, 2, and 3 Site Development Plans – Attachments E, F, and G). Required landscaping has been provided throughout the development (see Lots 1, 2, and 3 Landscape Plans – Attachments H, I, and J.)

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, and Goal G: Attract Young People.

The Planning and Zoning Commission made a recommendation for approval of the site development plans by a 6-0 margin at the November 16, 2022 meeting.

All site development plans require a materially similar, final plat before construction may begin. 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:
Resolutions; (A) FG 80 Holdings Third Addition Final Plat; (B) Aerial Map; (C) Future Land Use Map; (D) Zoning Map; (E) Lot 1 Site Development Plan; (F) Lot 2 Site Development Plan; (G) Lot 3 Site Development Plan; (H) Lot 1 Landscape Plan; (I) Lot 2 Landscape Plan; (J) Lot 3 Landscape Plan; (K) Staff report to the Planning and Zoning Commission; (L) Planning and Zoning Commission report to the Mayor and City Council; (M) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR PROPOSED LOT 1, FG 80 HOLDINGS THIRD ADDITION

WHEREAS, Kevin Koellner/Focus Real Estate Development has submitted a site development plan for proposed Lot 1, FG 80 Holdings Third Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

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

WHEREAS, approval of the site development plan 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 a site development plan for proposed Lot 1, FG 80 Holdings Third Addition subject to the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.
3. All site development plans require a materially similar, final plat before construction may begin.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR PROPOSED LOT 2, FG 80 HOLDINGS THIRD ADDITION

WHEREAS, Kevin Koellner/Focus Real Estate Development has submitted a site development plan for proposed Lot 2, FG 80 Holdings Third Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

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

WHEREAS, approval of the site development plan 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 a site development plan for proposed Lot 2, FG 80 Holdings Third Addition subject to the following condition:

1. Board of Adjustment special use permit approval for any outdoor alcohol service on the patio.
2. All site development plans require a materially similar, final plat before construction may begin.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR PROPOSED LOT 3, FG 80 HOLDINGS THIRD ADDITION

WHEREAS, Kevin Koellner/Focus Real Estate Development has submitted a site development plan for proposed Lot 3, FG 80 Holdings Third Addition, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

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

WHEREAS, approval of the site development plan 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 a site development plan for proposed Lot 3, FG 80 Holdings Third Addition subject to the following conditions:

1. Board of Adjustment Special Use Permit approval for any outdoor alcohol service on the patios.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.
3. All site development plans require a materially similar, final plat before construction may begin.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

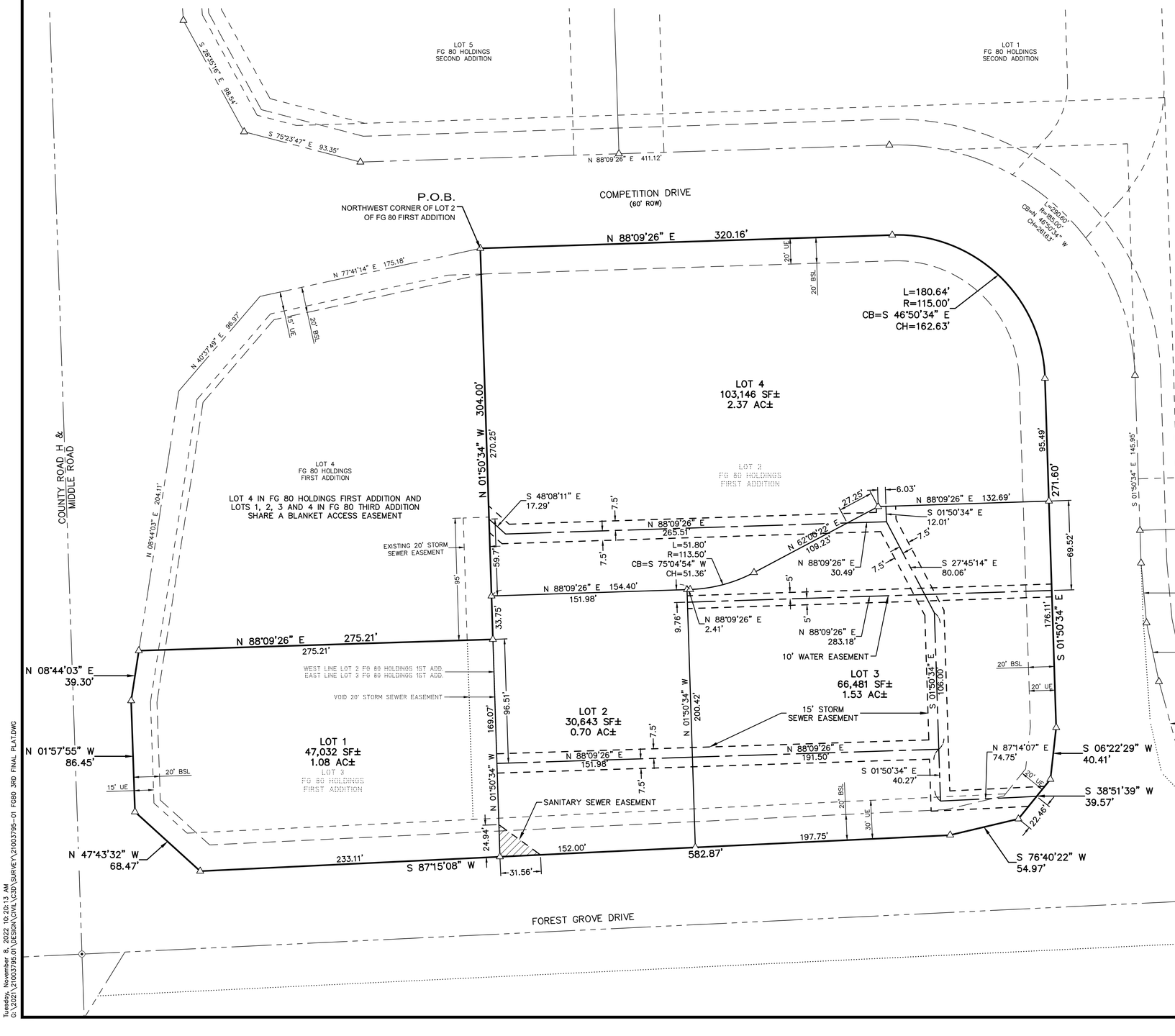
Attachment A

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	47,032 SF±	1.08 AC±
LOT 2	30,643 SF±	0.70 AC±
LOT 3	66,481 SF±	1.53 AC±
LOT 4	103,146 SF±	2.37 AC±
TOTAL AREA	247,302 SF±	5.68 AC±

DRAFT
11-08-2022

FINAL PLAT
FOR
FG 80 HOLDINGS THIRD ADDITION

A RE-PLAT OF LOTS 2 AND 3 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



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

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)

40 20 0 40 80
SCALE: 1" = 40'

LEGEND

⊠	RIGHT OF WAY RAIL, FOUND
●	REBAR, FOUND
X	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
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	SECTION LINE
	PROPOSED R.O.W. LINE
	EXISTING R.O.W. LINE
	PROPOSED SETBACK LINE

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.

A part of this subdivision limited to Lot B, 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.

No Lot shall have direct access onto Middle Road or Forest Grove Drive except via Competition Drive.

REVISIONS		
No.	DESCRIPTION	DATE
1	Added cross parking easements for Lots 1 – 4	11/08/2022

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

FG 80 HOLDINGS THIRD ADDITION
BETTENDORF, IOWA
FINAL PLAT

IMEG Project No: 21003795.01
File Name: 21003795-01 FG80 3rd Final Plat.dwg
© COPYRIGHT 2022
ALL RIGHTS RESERVED
Field Book No:
Drawn By: DAB
Checked By: ***
Date: 10/05/2022

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.

DRAFT
11.08.2022
Daryl A. Brickner, PLS Date
My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

Sheet 1 of 1

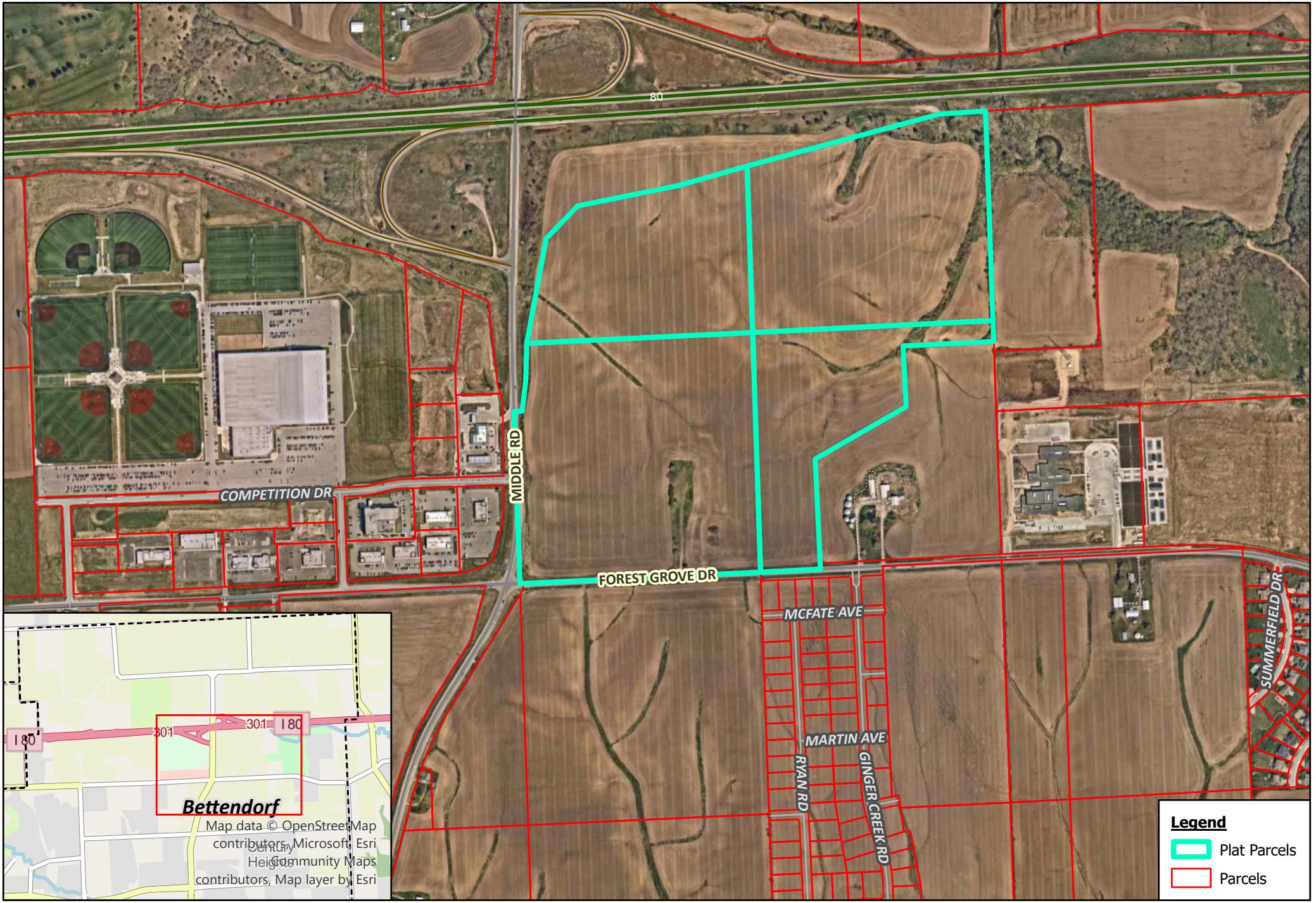
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Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plans
Aerial

1 Inch = 669 Feet

0 262.5 525 1,050 1,575 Feet

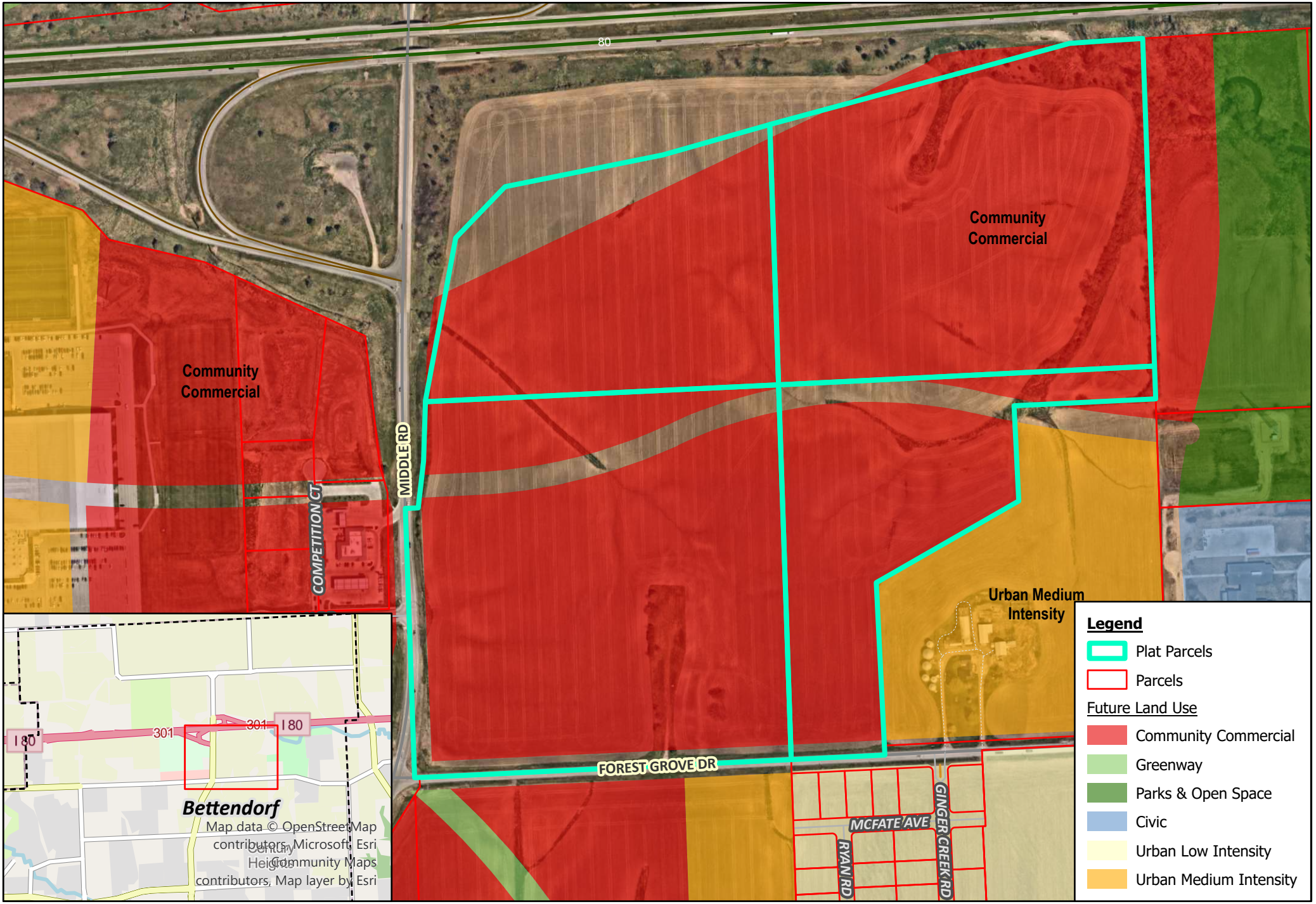
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Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plans
Future Land Use

1 Inch = 428 Feet
Feet
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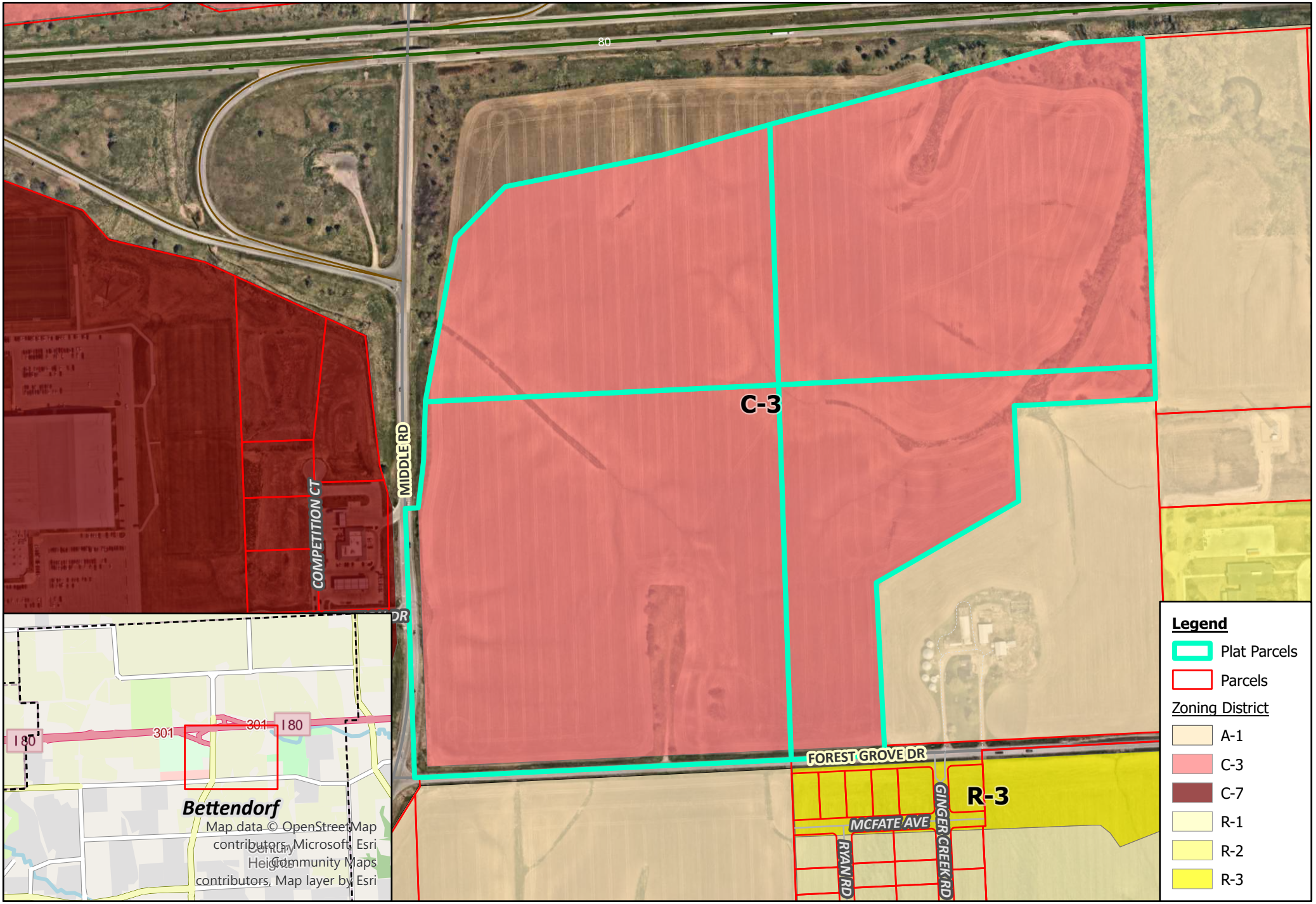
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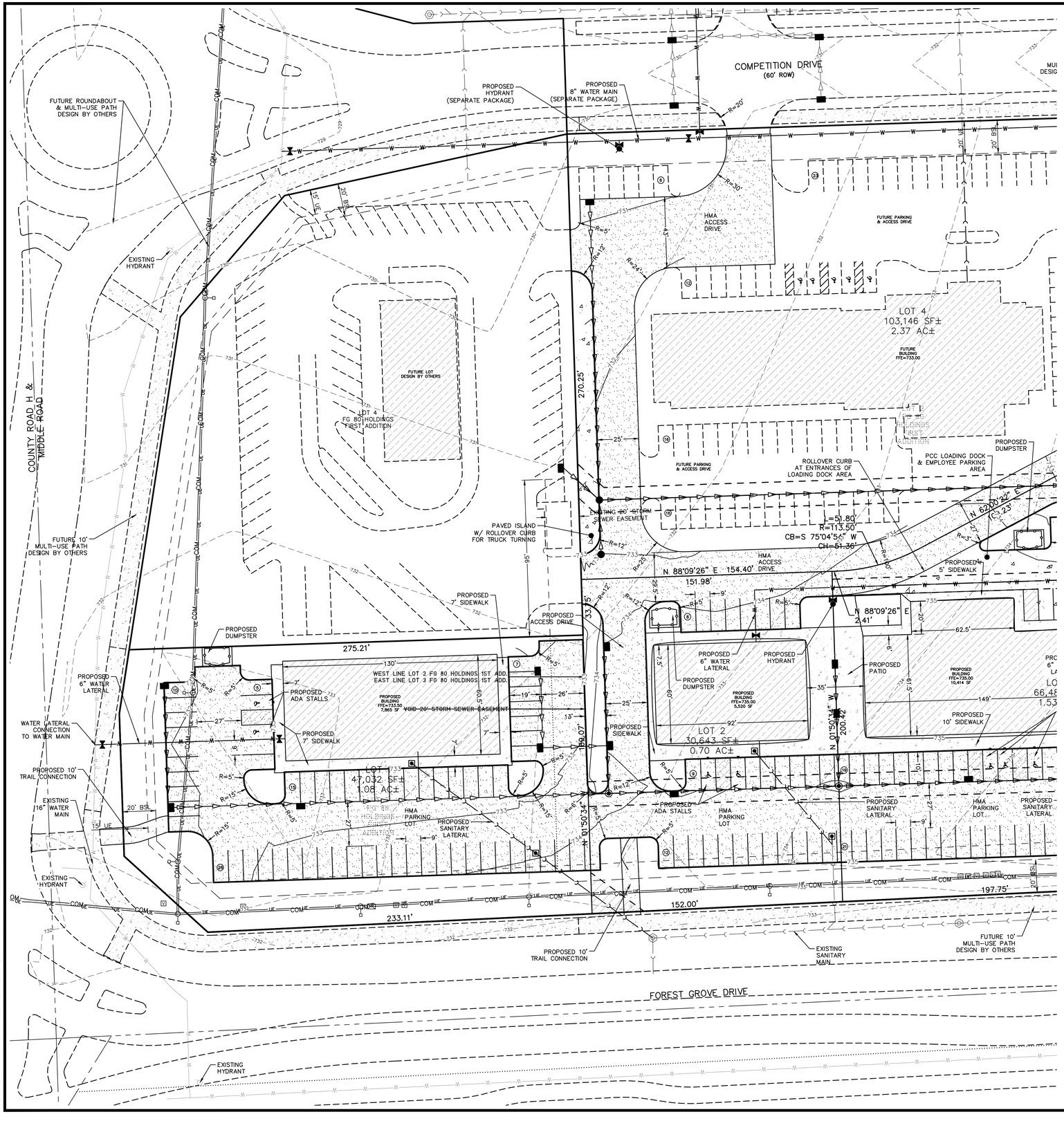


Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plans
Zoning

1 Inch = 428 Feet
Feet
0 165 330 660 990

N



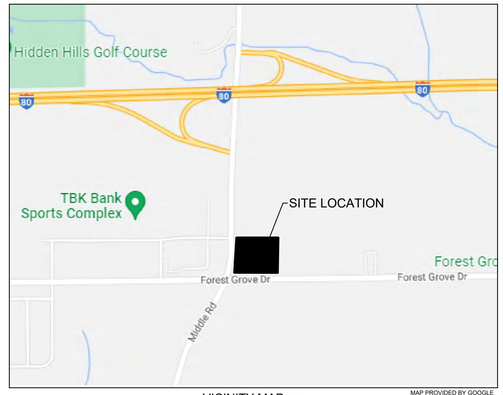


30 0 30 60

SCALE: 1" = 30 '

811 Know what's below. Call before you dig.

IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG



VICINITY MAP
NOT TO SCALE

MAP PROVIDED BY GOOGLE

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT		
SITE LOCATION: LOT 3 FG 80 HOLDINGS 1ST ADDITION, BETTENDORF, IOWA		
TOTAL LOT 3 AREA	47,032 S.F. ±	1.08 ACRES ±
PROPOSED LOT AREA	LOT 1 42,501 S.F. ±	0.98 ACRES ±
FRONT YARD REQUIRED	20'	
SIDE YARD REQUIRED	NONE	
REAR YARD REQUIRED	10'	
TOTAL BUILDING AREA	7,865 S.F. ±	
REQUIRED PARKING = 40 STALLS (REQUIRED ADA = 1 STALLS)		
PROVIDED = 63 STALLS (PROVIDED ADA = 2 STALLS)		
TOTAL VEHICULAR USE AREA (V.U.A.) = 21,994 S.F. ±		
PROVIDED V.U.A. INTERIOR LANDSCAPING = 1,666 S.F. (REQUIRED 5% = 1,100 S.F.)		
CONSTRUCTION ACTIVITY DESCRIPTION: THE CONSTRUCTION INVOLVES 1 PROPOSED BUILDING, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT		

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.

LEGAL DESCRIPTION

LOT NUMBER 3 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 BUILDING

OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
JOSEPH ARCHITECTURAL
4510 42ND AVENUE
ROCK ISLAND, ILLINOIS 61201
PHONE: 309-786-9920

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

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 10/25/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: THIS SHEET

No.	REVISIONS DESCRIPTION	DATE

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

FG80 DEVELOPMENT - LOT 1 3RD ADDITION
BETTENDORF, IOWA

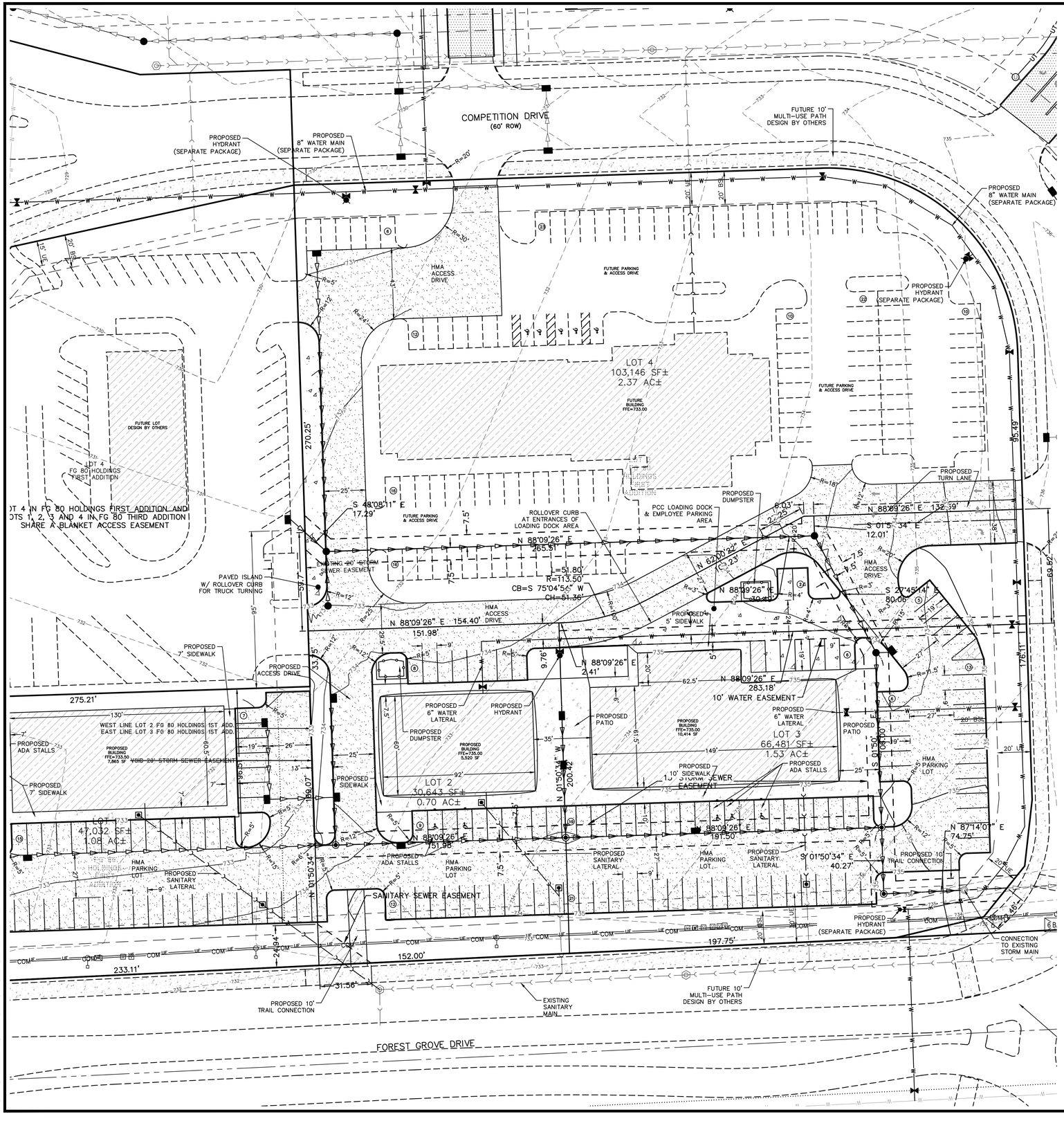
CITY SITE PLAN - LOT 1

IMEG Project No: 21003795.08
File Name: 21003795.08- City Site.dwg
© COPYRIGHT 2022 ALL RIGHTS RESERVED
Field Book No: ####
Drawn By: ZSE
Checked By: JLH
Date: 10/25/2022

C-1

Sheet 1 of 1

Tuesday, November 8, 2022 5:31:02 PM
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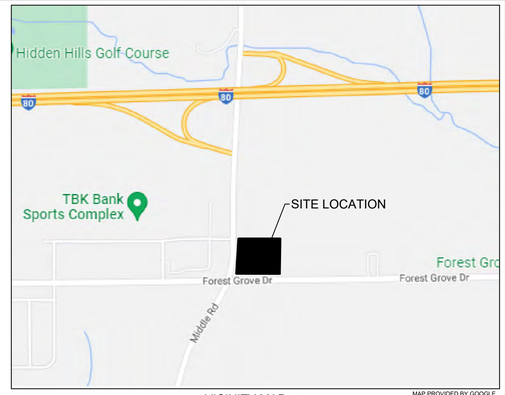


30 0 30 60

SCALE: 1" = 30 '

811 Know what's below. Call before you dig.

IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG



VICINITY MAP
NOT TO SCALE

MAP PROVIDED BY GOOGLE

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT		
SITE LOCATION: LOT 2 FG 80 HOLDINGS 1ST ADDITION, BETTENDORF, IOWA		
TOTAL LOT 2 AREA	200,271 S.F. ±	4.60 ACRES ±
PROPOSED LOT AREA	LOT 2 30,643 S.F. ±	0.70 ACRES ±
FRONT YARD REQUIRED	20'	
SIDE YARD REQUIRED	NONE	
REAR YARD REQUIRED	10'	
TOTAL BUILDING AREA	5,520 S.F. ±	
REQUIRED PARKING = 28 STALLS (REQUIRED ADA = 2 STALLS)		
PROVIDED = 29 STALLS (PROVIDED ADA = 2 STALLS)		
TOTAL VEHICULAR USE AREA (V.U.A.) = 15,683 S.F. ±		
PROVIDED V.U.A. INTERIOR LANDSCAPING = 1,317 S.F. (REQUIRED 5% = 784 S.F.)		
CONSTRUCTION ACTIVITY DESCRIPTION: THE CONSTRUCTION INVOLVES 1 PROPOSED BUILDING, PATIO AREA, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT		

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.
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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.
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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.

LEGAL DESCRIPTION

LOT NUMBER 2 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 BUILDING

OWNER / SUBDIVIDER
FG 80, LLC
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
JOSEPH ARCHITECTURAL
4510 42ND AVENUE
ROCK ISLAND, ILLINOIS 61201
PHONE: 309-786-9920

DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

LICENSED PROFESSIONAL ENGINEER
JASON L. HOLDORF
17137
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 10/25/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: THIS SHEET

No.	REVISIONS DESCRIPTION	DATE

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

FG80 DEVELOPMENT - LOT 2 3RD ADDITION
BETTENDORF, IOWA

CITY SITE PLAN - LOT 2

IMEG Project No: 21003795.08

File Name: 21003795.08- City Site.dwg

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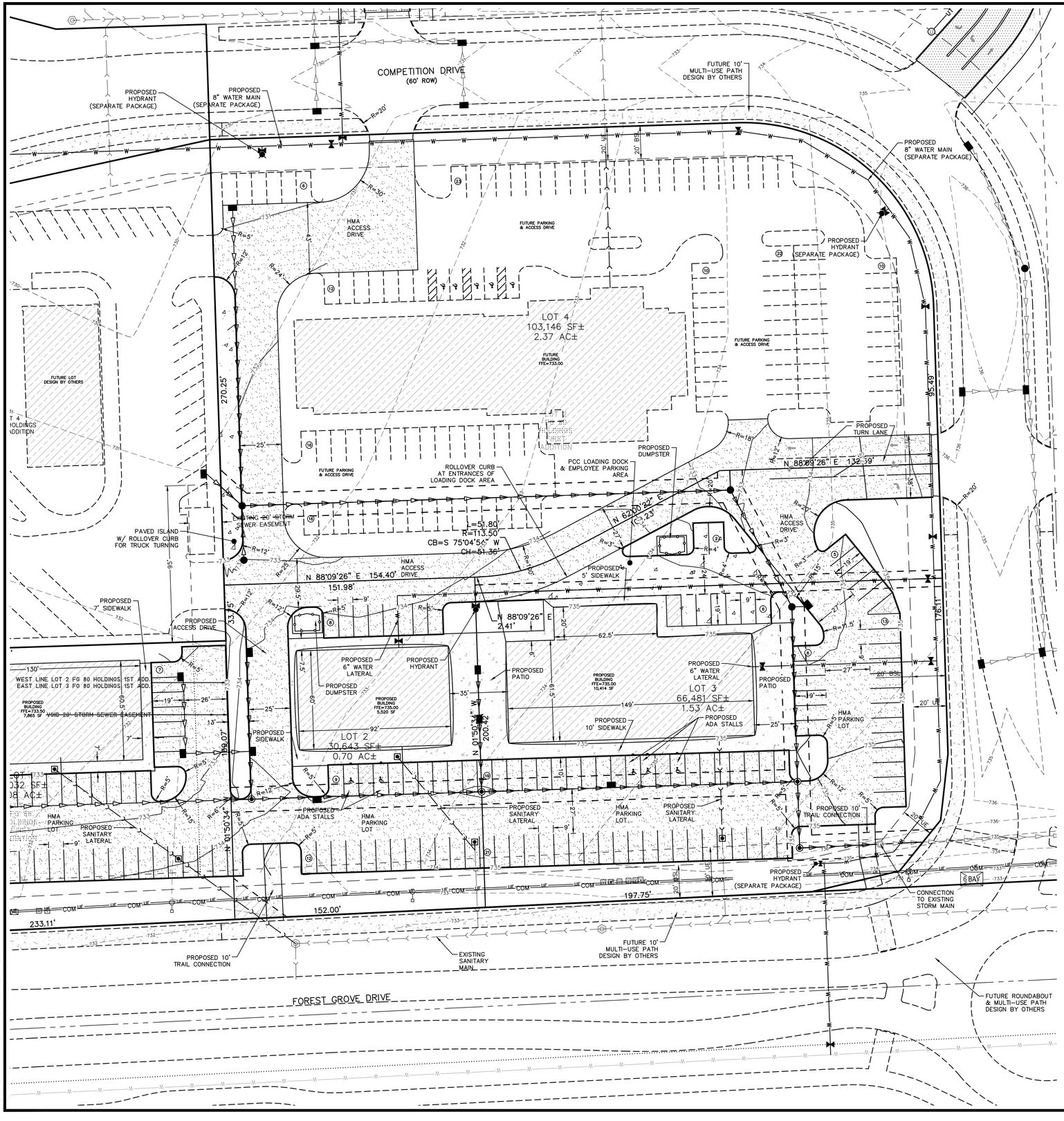
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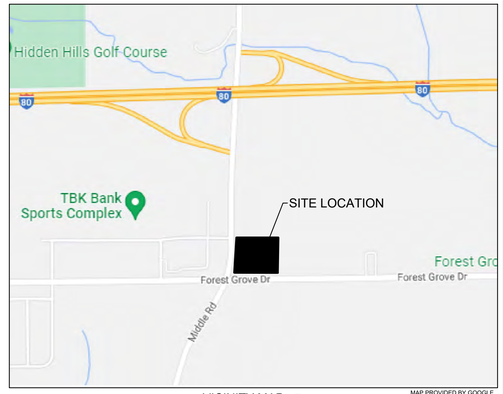


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IOWA ONE CALL 800/292-8989 CALL 2 WORKING DAYS BEFORE YOU DIG



VICINITY MAP
NOT TO SCALE

MAP PROVIDED BY GOOGLE

SITE INFORMATION

ZONING DISTRICT: C-3 GENERAL BUSINESS DISTRICT		
SITE LOCATION: LOT 2 FG 80 HOLDINGS 1ST ADDITION, BETTENDORF, IOWA		
TOTAL LOT 2 AREA	200,271 S.F. ±	4.60 ACRES ±
PROPOSED LOT AREA	LOT 3 66,481 S.F. ±	1.53 ACRES ±
FRONT YARD REQUIRED	20'	
SIDE YARD REQUIRED	NONE	
REAR YARD REQUIRED	10'	
TOTAL BUILDING AREA	10,414 S.F. ±	
REQUIRED PARKING = 53 STALLS (REQUIRED ADA = 3 STALLS)		
PROVIDED = 72 STALLS (PROVIDED ADA = 3 STALLS)		
TOTAL VEHICULAR USE AREA (V.U.A.) = 32,940 S.F. ±		
PROVIDED V.U.A. INTERIOR LANDSCAPING = 2,968 S.F. (REQUIRED 7% = 2,306 S.F.)		
CONSTRUCTION ACTIVITY DESCRIPTION: THE CONSTRUCTION INVOLVES 1 PROPOSED BUILDING, PATIO AREA, UTILITY SERVICES, ACCESS DRIVES, WALKING PATHS & PARKING LOT		

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.
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- PROPOSED BUILDING

OWNER / SUBDIVIDER
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PHONE: 563-529-4753 (KEVIN KOELLNER)

ARCHITECT
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DEVELOPER
FOCUS REAL ESTATE DEVELOPMENT
1805 STATE STREET #101
BETTENDORF, IOWA 52722
PHONE: 563-529-4753 (KEVIN KOELLNER)

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.

JASON L. HOLDORF 17137 LICENSED PROFESSIONAL ENGINEER IOWA

Signature 10/25/2022 Date

Jason L. Holdorf
License No. 17137
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: THIS SHEET

No.	REVISIONS DESCRIPTION	DATE

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

FG80 DEVELOPMENT - LOT 3 3RD ADDITION
BETTENDORF, IOWA

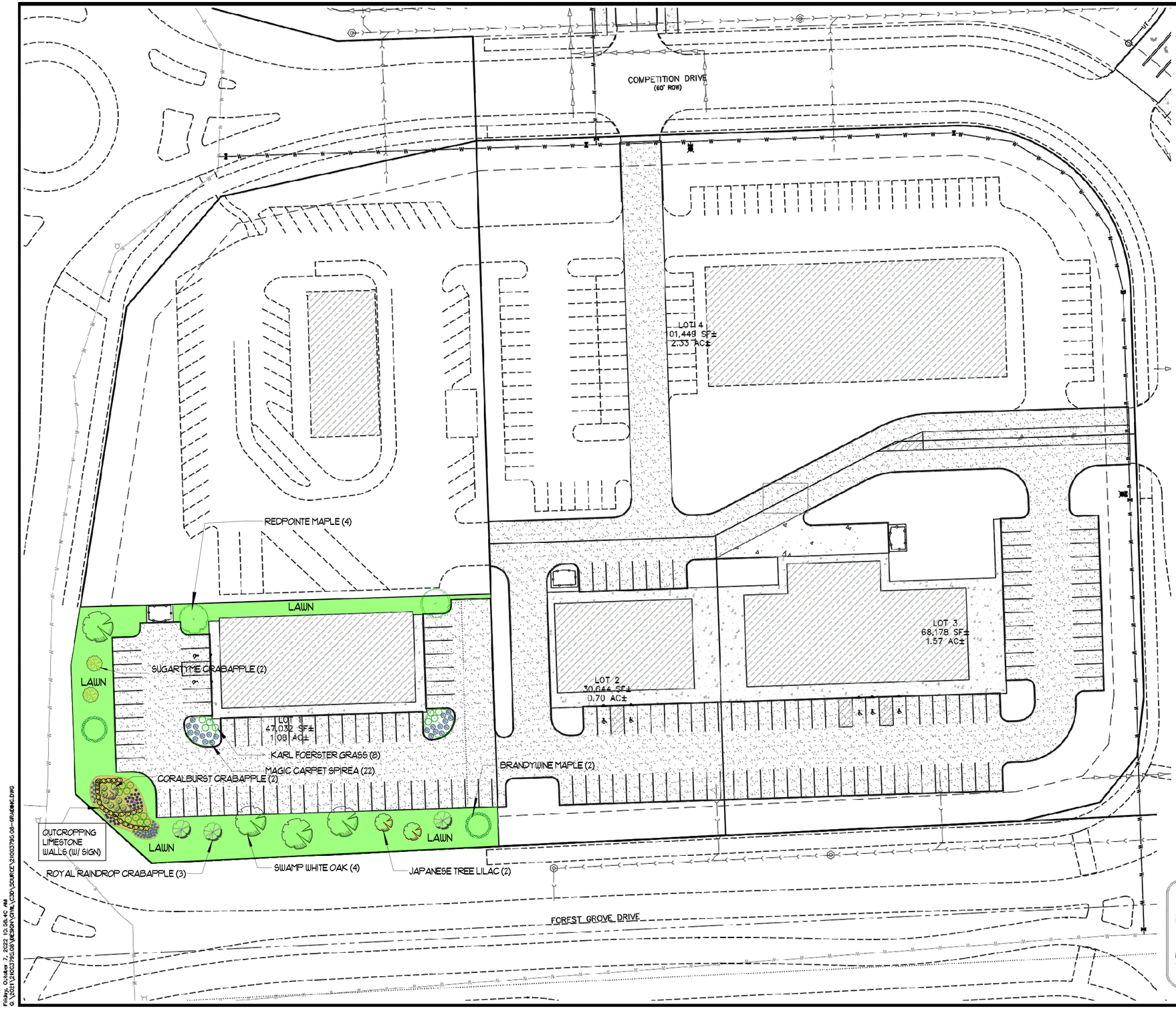
CITY SITE PLAN - LOT 3

IMEG Project No: 21003795.08
File Name: 21003795.08- City Site.dwg
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Know what's below. Call before you dig.

30 0 30 60

SCALE: 1" = 30 '

Landscape Notes:

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 conifers with compost (1/3 compost & 2/3 existing).
4. Amend plant bed areas with compost (tilled into existing).
5. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.

Turf Notes:

1. Fine grade and prepare designated areas for seed or sod.
2. Sod will be a locally grown Bluegrass Blend supplied by Seven City Sod.
3. Hydroseed will be a Bluegrass Blend applied at the rate of 10 lbs./1000 sf.
4. Watering and care is the responsibility of the Owner.

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	270'	230'	167'	190'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	-	6.570	-	5.43
Vehicular Use Area				
Vehicular Use Area	20,299 SF			
Landscape Area Required	(5%) 1,015 SF			
Parking Spaces Defined	63			
TF Required (1/500 sf)	2.03			

Required	Tree Factors (TF)	Provided
14.03		14.50

Quant.	Plant Name:	Size
	Canopy/Ornamental Trees:	
2	Brandywine Maple	2" cal.
4	Red Pointe Maple	2" cal.
4	Swamp White Oak	2" cal.
2	Sugartyme Crabapple	2" cal.
3	Royal Raindrop Crabapple	2" cal.
2	Japanese Tree Lilac	7-8'MS
2	Coralburst Crabapple	2" cal.
	Shrubs/Grasses:	
22	'Magic Carpet' Spirea	5 gal
8	Karl Foerster Grass	5 gal

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #00402

GREENSPACE ASSOCIATES
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE
8749 VALLEY DR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8115 fax
Tom@greenspaceassociates.com

REVISIONS

No.	DESCRIPTION	DATE

GREENSPACE ASSOCIATES

FOREST GROVE DEVELOPMENT - SW LOTS
BETTENDORF, IA

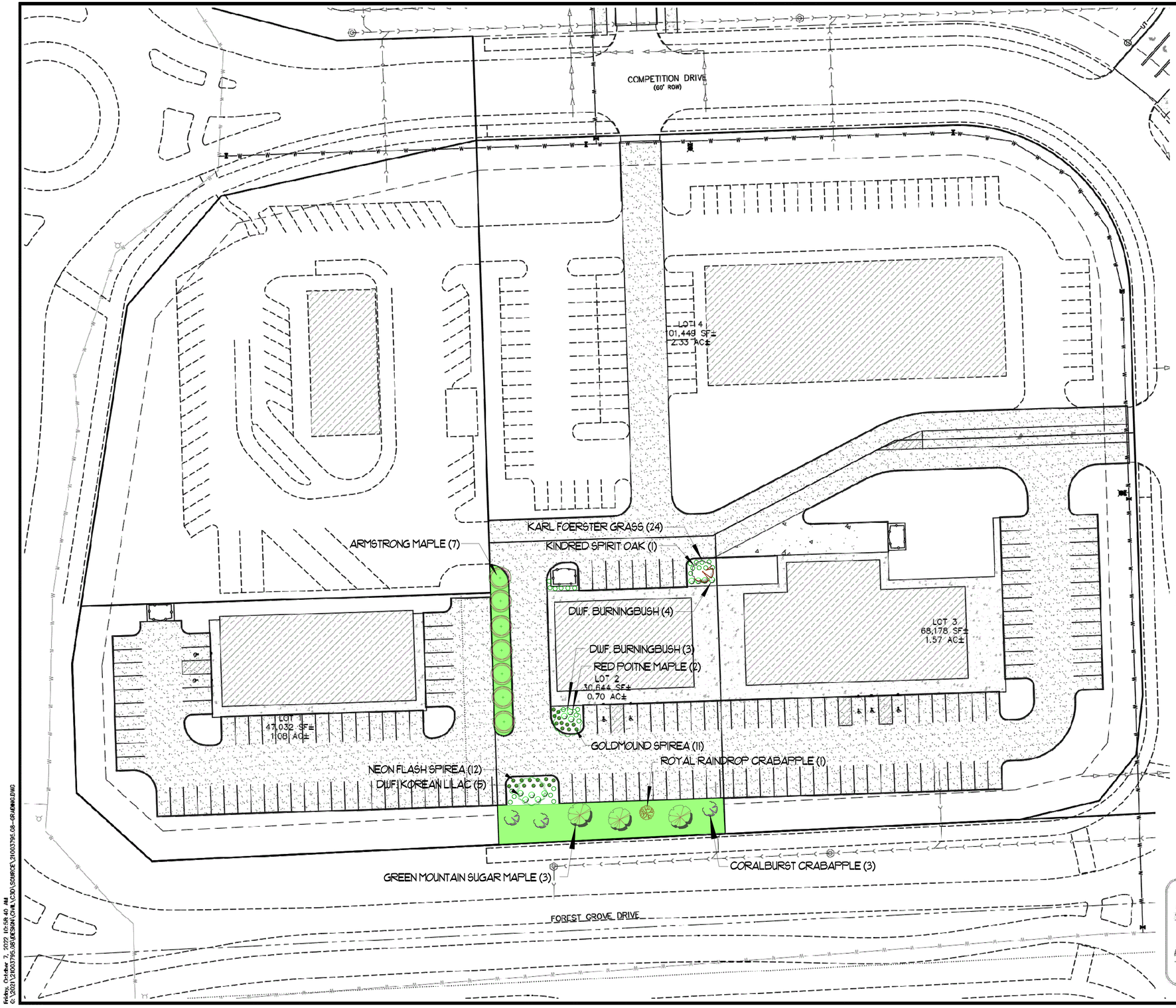
LOT #1
LANDSCAPE PLAN

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Date: 10/27/2022

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Know what's below. Call before you dig.

30 0 30 60

SCALE: 1" = 30 '

Landscape Notes:

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 conifers with compost (1/3 compost & 2/3 existing).
4. Amend plant bed areas with compost (tilled into existing).
5. Apply a granular pre-emergent (Treflan or equal) to all mulched planting areas as per manufacturer's recommendations.

Turf Notes:

1. Fine grade and prepare designated areas for seed or sod.
2. Sod will be a locally grown Bluegrass Blend supplied by Seven City Sod.
3. Hydroseed will be a Bluegrass Blend applied at the rate of 10 lbs./1000 sf.
4. Watering and care is the responsibility of the Owner.

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	137'	137'	200'	200'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	3.91	3.91	-	5.71
Vehicular Use Area				
Vehicular Use Area	13,446 SF			
Landscape Area Required	(5%) 673 SF			
Parking Spaces Defined	31			
TF Required (1/500 sf)	1.35			

Required	Tree Factors (TF)	Provided
14.88		15.00

Quant.	Plant Name:	Size
	Canopy/Ornamental Trees:	
7	Armstrong Maple	2" cal.
3	Green Mountain Sugar Maple	2" cal.
1	Kindred Spirit Oak	2" cal.
2	Red Pointe Maple	2" cal.
1	Royal Raindrop Crabapple	1.75" cal.
3	Coralburst Crabapple	1.75" cal.
	Shrubs/Grasses:	
11	'Goldmound' Spirea	5 gal
12	'Neon Flash' Spirea	5 gal
5	Dwf. Korean Lilac	5 gal
24	Karl Foerster Grass	5 gal
7	Dwf. Burningbush	5 gal

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #004402

GREENSPACE ASSOCIATES
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE
6749 VALLEY DR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8115 fax
Tom@greenspaceassociates.com

REVISIONS

No.	DESCRIPTION	DATE

GREENSPACE ASSOCIATES

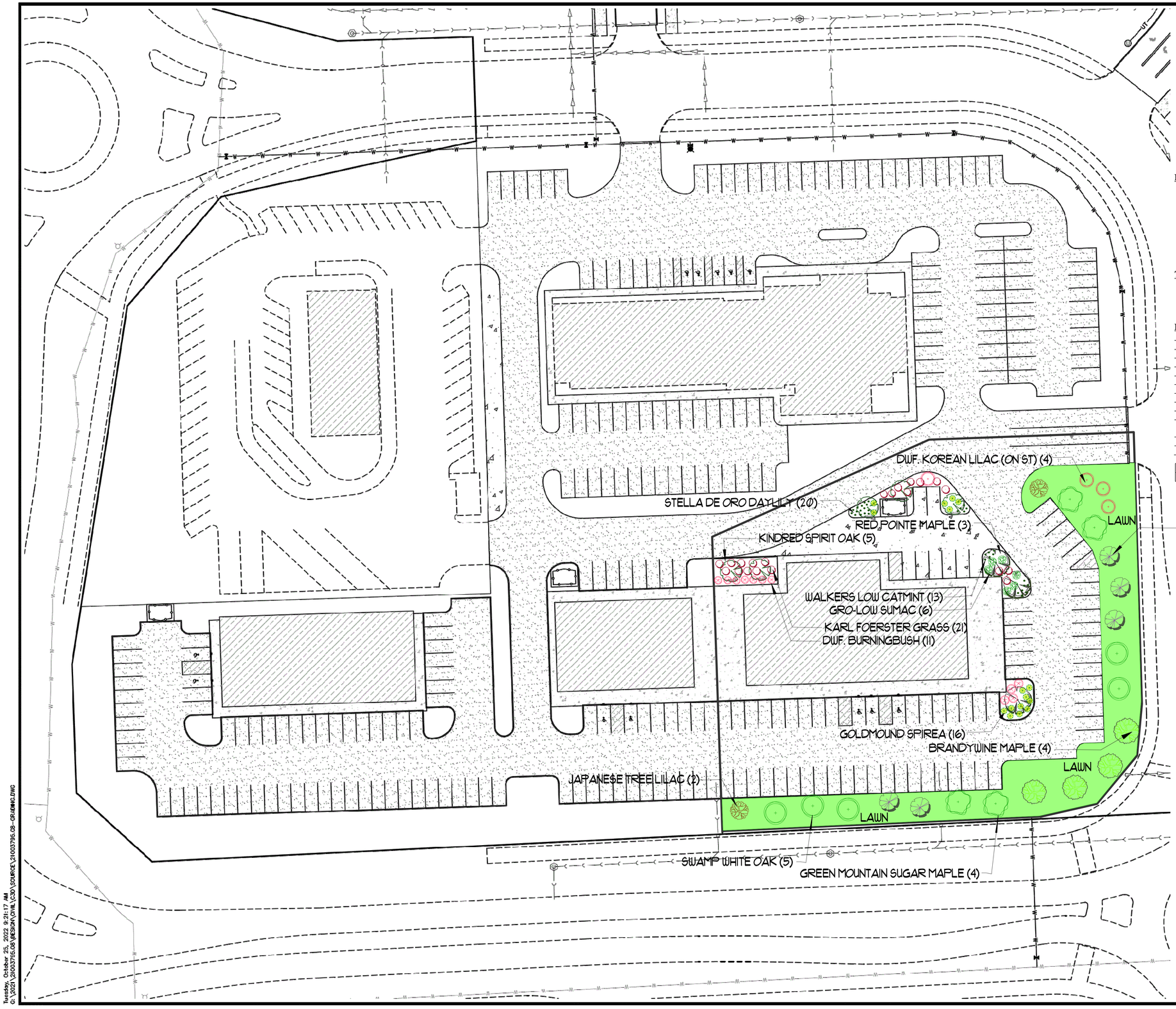
FOREST GROVE DEVELOPMENT - SW LOTS
BETTENDORF, IA

LOT #2
LANDSCAPE PLAN

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SCALE: 1" = 30 '

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Turf Notes:

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3. Hydroseed will be a Bluegrass Blend applied at the rate of 10 lbs./1000 sf.
4. Watering and care is the responsibility of the Owner.

Landscape Requirements

Property Line	North	South	East	West
Adjacent Zoning	C2	C2	C2	C2
Length	305'	300'	214'	200'
Bufferyard Required				
TF Required	0	0	0	0
Street Yard Landscape				
TF Required	8.71	8.57	6.10	0
Vehicular Use Area				
Vehicular Use Area	30,107 SF			
Landscape Area Required	(5%) 1,505 SF			
Parking Spaces Defined	72			
TF Required (1/500 sf)	3.01			

Required	Tree Factors (TF)	Provided
26.39		26.50

Quant.	Plant Name:	Size
	Canopy/Ornamental Trees:	
4	Brandywine Maple	2" cal.
4	Green Mountain Sugar Maple	2" cal.
5	Kindred Spirit Oak	2" cal.
3	Red Pointe Maple	2" cal.
5	Swamp White Oak	2" cal.
5	Royal Raindrop Crabapple	1.75" cal.
2	Japanese Tree Lilac	7-8' MS
4	Dwf. Korean Lilac (on stand.)	2" cal.
	Shrubs/Grasses:	
16	'Goldmound' Spirea	5 gal
6	Gro-low Sumac	5 gal
21	Karl Foerster Grass	5 gal
11	Dwf. Burningbush	5 gal
20	Stella de Oro Daylily	1 gal
13	Walker's Low Catmint	1 gal

TOM P. WILKERSON
REGISTERED LANDSCAPE ARCHITECT
IOWA #00402

GREENSPACE ASSOCIATES
LANDSCAPE & IRRIGATION DESIGN, INSTALLATION & MAINTENANCE
6749 VALLEY DR. BETTENDORF, IOWA 52722
563-355-8148 563-355-8115 fax
Tom@greenspaceassociates.com

REVISIONS

No.	DESCRIPTION	DATE

GREENSPACE ASSOCIATES

FOREST GROVE DEVELOPMENT - SW LOTS
BETTENDORF, IA

LOT #3
LANDSCAPE PLAN

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

November 16, 2022 - Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 22-072, Case No. 22-073, Case No. 22-074, and Case No. 22-084
Request: Site Development Plans for Commercial Office, Retail, and Restaurants
Location: Northeast Corner of Middle Road and Forest Grove Drive Intersection and south
Legal Description: Proposed Lots 1, 2, 3 of FG 80 Holdings Third Addition (Case No. 22-071) and Lot 4 of FG 80 Holdings First Addition (Parcel #: 840223001)
Applicants:
Kevin Koellner – Focus Real Estate Dev. (Lots 1, 2, and 3 of FG 80 Holdings Third Addition)
Joel Jackson – Bishop Engineering (Lot 4 of FG 80 Holdings First Addition)
Zoning: C-3, General Business District
Future Land Use: CC, Community Commercial

Background Information and Facts

Applicant Kevin Koellner has submitted three site development plans for three buildings located on proposed Lots 1, 2, and 3 of FG 80 Holdings Third Addition (see FG 80 Holdings Third Addition – Attachment A). Applicant Joel Jackson has submitted one site development plan for one restaurant building located on Lot 4 of FG 80 Holdings First Addition (see FG 80 Holdings First Addition – Attachment B). The proposed developments are adjacent and located north of Forest Grove Drive and east of Middle Road and are in the C-3, General Business District (see Aerial Map - Attachment C and Zoning Map – Attachment D).

Kevin Koellner is proposing three buildings with the proposed uses as follows:

- Commercial office (Case No. 22-072, Lot 1 FG 80 Holdings Third Addition Site Development Plan – Attachment E),

- Commercial retail (Case No. 22-073, Lot 2 FG 80 Holdings Third Addition Site Development Plan – Attachment F),
- Commercial restaurant (Case No. 22-074, Lot 3 FG 80 Holdings Third Addition Site Development Plan – Attachment G).

Joel Jackson is proposing one building with the proposed use of a McDonald's restaurant (Case No. 22-084, Lot 4 FG 80 Holdings First Addition Site Development Plan – Attachment H). No site development review application has been received for Lot 4 of the proposed third addition at this time, but conceptually, site plans show a hotel.

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 I). 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 G: Attract Young People.

Zoning Compliance

Commercial office, commercial retail, and commercial restaurant uses proposed for each site development plan are permitted uses in the C-3 Zoning District. Each development complies with the bulk standards for the district including setbacks, allowable size, and density as shown on each site development plan.

Development plans for buildings on Lots 2 and 3 of FG 80 Holdings Third Addition show two patios. One patio is shown between the two buildings and another is located on the east end of the building located on Lot 3. Board of Adjustment approval for any alcohol service on these patios will be required.

Utilities

The site has access to water and city sewer. The proposed FG 80 Holdings Third Addition final plat (Case No. 22-071) and FG 80 Holdings First Addition Final Plat shows sufficient sanitary sewer, storm sewer, water main, and utility easements to the proposed developments on all lots.

Proposed fire hydrant locations are identified on each site development plan and have been reviewed and approved by the Bettendorf Fire Department.

Refuse

Proposed screened dumpster locations are identified near each building on Lots 1, 2, and 3 of FG 80 Holdings Third Addition and the restaurant building on Lot 4 of FG 80 Holdings First Addition. Sufficient truck access exists for each of the four dumpsters associated with each building.

Thoroughfare Plan & Pedestrian Access

Vehicle access to the four developments is shown through private drive lanes via two entrances off of Competition Drive. The northern access on Competition Drive aligns with a private drive entrance for the future golf complex and associated development located north of Competition Drive. The eastern access on Competition Drive is located on Lots 3 and 4 of FG 80 Holding Third Addition and contains one ingress lane and a left and right egress lane. This access aligns with a parking lot ingress/egress for the golf complex.

Interior lot access is provided via private drive lanes to each of the four developments and a future development located on Lot 4 of FG 80 Holdings Third Addition, shown conceptually as a hotel on the site development plans. The proposed McDonalds restaurant contains two drive-through order lanes, which merge into one drive-through pickup lane (see Lot 4 FG 80 Holdings First Addition Stacking Diagram – Attachment J). This drive-through configuration provides stacking for a total of 18 vehicles. One-way striping for vehicle thoroughfare and angled parking are shown outside the stacking area.

An 8-foot wide, multi-use path is shown on both sides of Competition Drive. All development plans show 5-foot interior path connections to the multi-use trail. Staff would recommend the addition of interior service walks connecting each development. Specifically, staff would recommend a 5-foot service walk connecting Lot 4 of FG 80 Holding First Addition and Lot 1 of FG 80 Holdings Third Addition with the dual purposes of providing increased accessibility for emergency responders to the commercial office building and general increased accessibility to pedestrians in the development area.

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

- **Lot 1, FG 80 Holdings Third Addition**

  A 7,865 square foot building is shown with the proposed use of commercial office. A total of 64 off-street parking spaces are provided. The proposed office use requires a minimum of 40 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

- **Lot 2, FG 80 Holdings Third Addition**

  A 5,520 square foot building is shown with the proposed use of commercial retail. A total of 29 off-street parking spaces are provided. The proposed retail use requires a minimum of 28 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

- **Lot 3, FG 80 Holdings Third Addition**

  A 10,414 square foot building is shown with the proposed use of commercial restaurant. A total of 72 off-street parking spaces are provided. The proposed restaurant use requires a minimum of 53 spaces per the off-street parking schedule. Three ADA parking spaces are provided which meets code requirements for this site.

- **Lot 4, FG 80 Holdings First Addition**

  A 4,597 square foot building with 1,420 square feet of customer floor area is shown with the proposed use of restaurant – drive-in/fast food. A total of 50 off-street parking spaces are provided, including four 42-foot bus stalls. The proposed restaurant use requires a minimum of 29 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

Storm Water

The proposed developments will be served by regional detention basins located north on lots located in FG 80 Holdings Second Addition as well as Lot A of FG 80 Holdings First Addition. Storm water storage is sufficiently-sized for the proposed development and contemplated future development.

Landscaping

- **Lot 1, FG 80 Holdings Third Addition**

  A total of 14 tree factors are required for the development, and 14.5 are provided (see Lot 1, FG 80 Holdings Third Addition Landscape Plan – Attachment K).

- **Lot 2, FG 80 Holdings Third Addition**

  A total of 14.8 tree factors are required for the development, and 15 are provided (see Lot 2, FG 80 Holdings Third Addition Landscape Plan – Attachment L).

- **Lot 3, FG 80 Holdings Third Addition**

  A total of 26.4 tree factors are required for the development, and 26.5 are provided (see Lot 3, FG 80 Holdings Third Addition Landscape Plan – Attachment M).

- **Lot 4, FG 80 Holdings First Addition**

  A total of 13 tree factors are required for the development and 13 are provided (see Lot 4, FG 80 Holdings First Addition Landscape Plan – Attachment N).

Elevations

The developments are not located in an overlay district requiring specific design criteria, but the building façade matches the theme of surrounding development and the golf complex (see Lots 2 and 3 of FG 80 Holdings Third Addition Building Elevation – Attachment O and Lot 4 of FG 80 Holdings First Addition Building Elevation – Attachment P).

Staff Recommendation

Staff recommends approval of Case No. **22-072** – Site Development Plan for Lot 1 of FG 80 Holdings Third Addition subject to the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Staff recommends approval of Case No. **22-073** – Site Development Plan for Lot 2 of FG 80 Holdings Third Addition with the following condition:

1. Board of Adjustment Special Use Permit approval for any outdoor alcohol service on the patio.

Staff recommends approval of Case No. **22-074** – Site Development Plan for Lot 3 of FG 80 Holdings Third Addition with the following conditions:

1. Board of Adjustment Special Use Permit approval for any outdoor alcohol service on the patios.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Staff recommends approval of Case No. **22-084** – Site Development Plan for Lot 4 of FG 80 Holdings First Addition with the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Respectfully submitted,

Taylor Beswick
City Planner

November 28, 2022

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

SUBJECT: Planning and Zoning Commission's decision on site development plans for Lots 1, 2, and 3 of proposed FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development. (Cases 22-072, 22-073, and 22-074)

Honorable Mayor and Members of the City Council:

On November 16, 2022, the Planning and Zoning Commission reviewed and recommended that your Honorable Body approve the above named site development plans.

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

Sincerely,

Mark D. Hunt
Director, Community Development

Site Development Plan

7. Case 22-072; Proposed Lot 1, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

8. Case 22-073; Proposed Lot 2, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

9. Case 22-074; Proposed Lot 3, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

10. Case 22-084; 5221 Competition Drive, submitted by Joel Jackson.

Beswick reviewed the staff report. Hunt commented that the development would be a good place to add electric vehicle charging spaces.

A brief discussion was held regarding the protocol for pedestrians to navigate the roundabouts that are going to be built. Wennlund commented that it will be important to educate the public about their use.

On motion by Kappeler, seconded by Gannaway, that the site development plan (Case 22-072) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Kappeler, seconded by Gannaway, that the site development plan (Case 22-073) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Kappeler, that the site development plan (Case 22-074) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Kappeler, that the site development plan (Case 22-084) be approved subject to staff recommendations.

ALL AYES

Motion carried.

Bettendorf IOWA
a premier city

COUNCIL LETTER

MEETING DATE: December 5/6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 5221 Competition Drive, submitted by Joel Jackson. (Case 22-084)

Explanation (Background and How it Responds to Vision, Mission, or Goals)
Joel Jackson has submitted a site development plan for a McDonald's restaurant to be located at 5221 Competition Drive (Lot 4 of FG 80 Holdings First Addition) (see FG 80 Holdings First Addition – Attachment A and Aerial Map – Attachment B). The development area is shown as Community Commercial on the Future Land Use Map (see Future Land Use Map - Attachment C). A restaurant is a permitted use in the C-3, General Business District (see Zoning Map – Attachment D). The required number of parking spaces has been provided, and the drive-thru configuration shows stacking space for 18 vehicles (see 5221 Competition Drive Site Development Plan – Attachment E and Stacking Diagram – Attachment F). Required landscaping has been provided (see 5221 Competition Drive Landscape Plan – Attachment G.) The restaurant's building façade will match the theme of surrounding development (see 5221 Competition Drive Building Elevation -Attachment H).

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, and Goal G: Attract Young People.

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 6-0 margin at the November 16, 2022 meeting.

All site development plans require a materially similar, final plat before construction may begin. 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) FG 80 Holdings First Addition Final Plat; (B) Aerial Map; (C) Future Land Use Map; (D) Zoning Map; (E) 5221 Competition Drive Site Development Plan; (F) 5221 Competition Drive Stacking Diagram; (G) 5221 Competition Drive Landscape Plan; (H) 5221 Competition Drive Building Elevation; (I) Staff report to the Planning and Zoning Commission; (J) Planning and Zoning Commission report to the Mayor and City Council; (K) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR 5221 COMPETITION DRIVE

WHEREAS, Joel Jackson has submitted a site development plan for 5221 Competition Drive, and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

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

WHEREAS, approval of the site development plan 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 site development plan for 5221 Competition Drive subject to the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.
3. All site development plans require a materially similar, final plat before construction may begin.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

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

NW CORNER OF THE EAST ½ OF THE NE ¼ OF SECTION 2 CORNER CERTIFICATE DOC #2002-12383 PIN 0.02' SOUTH OF TOWNSHIP LINE POINT #718

SE CORNER OF THE WEST ½ OF THE SE ¼ OF SECTION 35 CORNER CERTIFICATE DOC #2011-23856 POINT #717

CORNER CERTIFICATE DOC #2008-30904 "X" IS 0.26' NORTH OF TOWNSHIP LINE POINT #754

CORNER FALLS IN CENTER OF WEST BOUND LANE AND WAS NOT SET. LOCATION DETERMINED FROM CORNER CERTIFICATE DOC #2011-23858 POINT #751

NW CORNER OF THE EAST ½ OF THE NW ¼ OF SECTION 1 CORNER CERTIFICATE DOC #2010-16737 PK NAIL 0.22' SOUTH OF TOWNSHIP LINE POINT #706

CORNER CERTIFICATE DOC # 2011-23857 POINT #753

CORNER CERTIFICATE DOC #2011-23857 POINT #752

N 87°12'34" E 1,326.34' (2645.94') (40.09 CHAINS) 2650.72' N 87°12'28" E 686.78' 1,326.29' 639.51' N 87°18'43" E 2,647.51'

1220+00 1230+00 1240+00 1250+00 PC: 1255+20.90

228+36.20

1226+55.00 INTERSTATE ROAD NO. 80 = 228+36.20 COUNTY ROAD H / MIDDLE ROAD

1234+97.08 170.00 RT

INTERSTATE ROAD NO. 80 & COUNTY ROAD H RIGHT OF WAY WARRANTY DEED BOOK 266 DEEDS PAGE 328

1239+24.8 1239+21.82 51.48 LT

1242+00.00 205.00 RT

1245+98.70 155.00 RT

1252+38.07 155.00 RT

PIN 0.34' NORTH & 0.07' WEST OF CORNER

N 86°16'37" E 257.65'

1,092.46' N 75°06'00" E

15' UE

20' BSL

RIGHT OF WAY ACQUISITION DEED #2017-00012547

1225+83.82 230.00 RT

226+35.35 175.00 RT

224+50.08 175.00 RT

CENTERLINE OF MIDDLE ROAD N 01°08'47" E

N 74°28'35" E 391.45' 179.37' 212.08' 74.24'

N 78°25'51" E 569.00' 317.63' 251.37'

N 44°13'25" E 245.39'

N 01°50'34" W 322.86'

N 27°31'18" E 476.73'

N 88°09'26" E 220.05'

LOT A 117,134 SF± 2.69 AC±

S 54°11'15" E 782.10'

15' UE

S 02°02'07" E 1,267.35' (22.12 CHAINS) (1459.19') 1451.20'

HARRY A. VEN HORST REVOCABLE TRUST TRACT III – WARRANTY DEED DOCUMENT # 2018-04119 PLAT OF SURVEY DOCUMENT # 2010-16740

LOT B 1,313,734 SF± 30.16 AC±

PT: 219+65.01

220+00

218+00.00 90.00 RT

N 10°01'40" E 583.00'

2,657.62'

CENTERLIE RADIUS=11,460.00'

LOT 8 BETTPLEX 2ND ADDITION

(2656.20') (40.25 CHAINS) 2657.62'

S 01°57'55" E

25' STORM SEWER EASEMENT

EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2

20' SANITARY SEWER EASEMENT

20' WATERMAIN EASEMENT

WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1

N 23°52'25" E 809.22'

EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1

(483.78') (7.33 CHAINS) S 87°09'48" W 499.27' (53.65') 53.55'

LOT 5 2,628,326 SF± 60.34 AC±

S 88°09'26" W 74.47'

15' UE

S 02°50'13" E 335.17' (5.08 CHAINS) (335.28')

S 10°57'16" E 455.18'

S 60°09'14" W 578.12' (8.76 CHAINS) (578.16')

ACCESS & UTILITY EASEMENT

ACCESS & UTILITY EASEMENT TO LOT B ACROSS LOTS 1 AND 5

WOOD FENCE POST AT PROPERTY CORNER

HARRY A. VEN HORST REVOCABLE TRUST TRACT III – WARRANTY DEED DOCUMENT # 2018-04119 PLAT OF SURVEY DOCUMENT # 2010-16740

PLEASANT VALLEY COMMUNITY SCHOOL DISTRICT QUIT CLAIM DEED DOCUMENT # 2013-10954 QUIT CLAIM DEED DOCUMENT # 2012-37873

(1,118.4') 1,118.14'

787.90'

330.24'

S 02°02'07" E

LOT 1 FOREST GROVE PARK 2ND ADDITION

15' UE

POB 213+50.00 90.00 RT

PC: 213+41.52 89.9'

20' BSL

212+00.00 45.00 RT

212+00.00 0.09 RT

210+00

70' 75'

45'

30' UE 35' UE 30' BSL 20' BSL

SEE SHEETS 2 & 3 FOR MORE DIMENSIONS

COUNTY ROAD H & MIDDLE ROAD

N 01°58'15" W 1,093.36'

N 01°57'55" W 951.84'

LOT 7 BETTPLEX 2ND ADDITION

LOT 1 BETTPLEX 2ND ADDITION

RIGHT OF WAY 66,476 SF± 1.53 AC±

SHARED 40'x80' ACCESS EASEMENT FOR LOTS 1 & 4

15' SEWER & UTILITY EASEMENT

COMPETITION DRIVE

LOTS 2, 3 AND 4 SHARE A BLANKET ACCESS EASEMENT

LOT 2 200,271 SF± 4.60 AC±

LOT 4 68,864 SF± 1.58 AC±

LOT 3 47,032 SF± 1.08 AC±

LOT 1 181,451 SF± 4.17 AC±

RIGHT OF WAY ACQUISITION PLAT #2021-00040553

CENTERLINE OF COUNTY ROAD H & MIDDLE ROAD N 01°58'15" W

S 87°15'08" W 1,232.03'

N 87°15'08" E 1,326.83'

202+48.16

60' 33'

NOTE: THIS RIGHT OF WAY HAS NOT YET BEEN ACQUIRED BY THE CITY

1656.58' (25.10 CHAINS) (1656.60')

LOT CORNER 0.09' WEST OF SECTION LINE

MASON RUN FIRST ADDITION

FOREST GROVE DRIVE

997.86' N 87°09'54" E

329.68'

33.48'

34.84' (34.88')

S 87°13'45" W 997.37'

SW CORNER OF THE EAST ½ OF THE NW ¼ OF SECTION 1 CORNER CERTIFICATE DOC #2010-16737 POINT #728

POC SW CORNER OF THE EAST ½ OF THE NE ¼ OF SECTION 2 CORNER CERTIFICATE DOC #2017-00004304 POINT #750

CORNER CERTIFICATE DOC #2011-00214 POINT #730

607.66' (9.20 CHAINS) (607.20')

547.66'

S 02°50'44" E

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'

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'

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±

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

150 75 0 150 300
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

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 My license renewal date is December 31, 2023
No. of sheets covered by this seal: ____

Date

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.

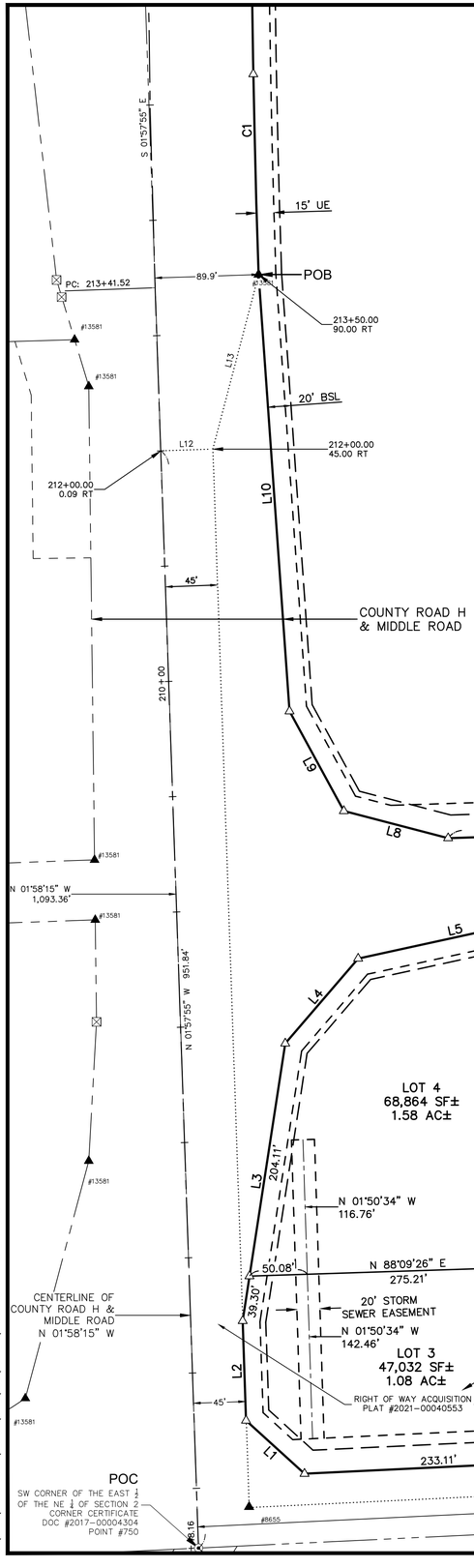
Easements designated as "Utility Easements" include all utilities that are provided either by the city of Bettendorf or those companies authorized to provide public utilities within the city of Bettendorf, including sewer and water.

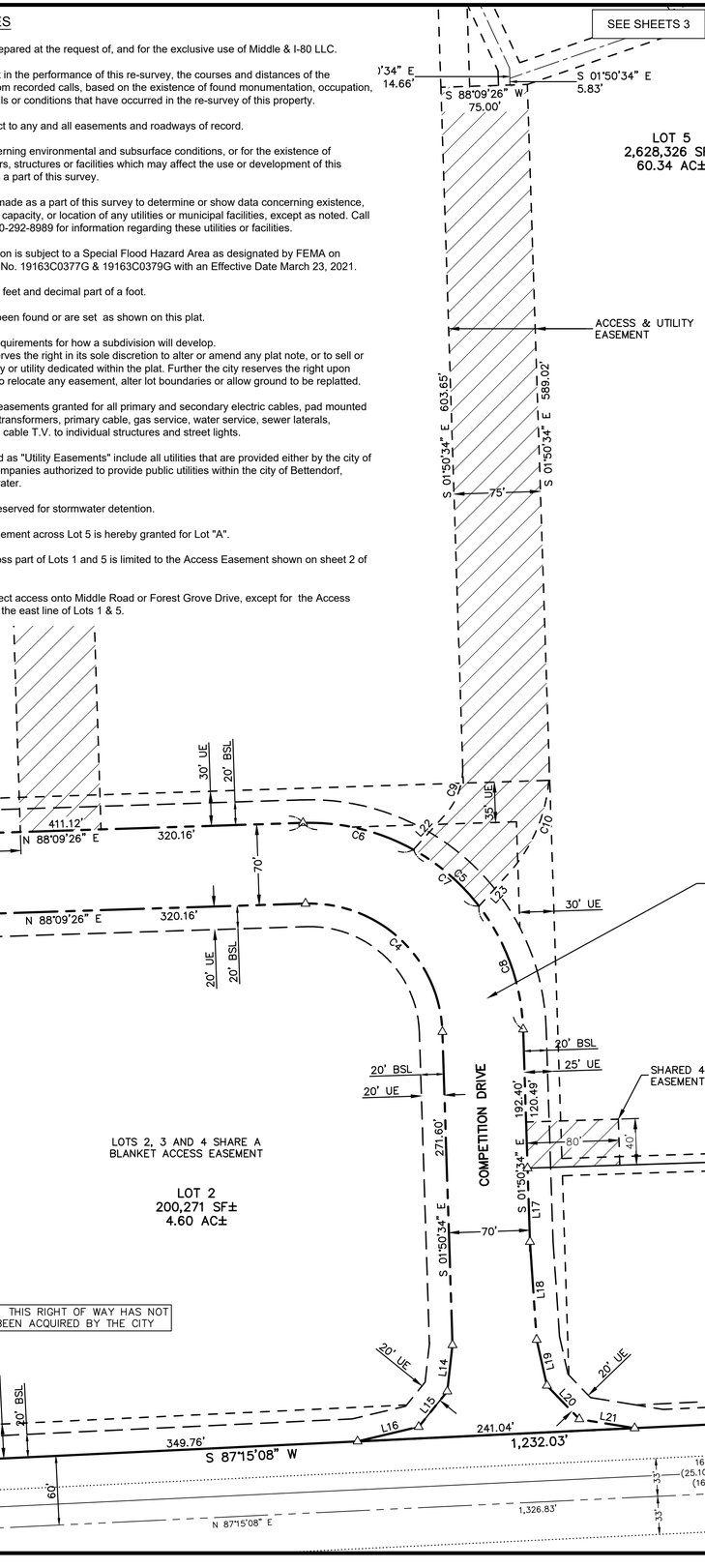
Lots "A" and "B" are reserved for stormwater detention.

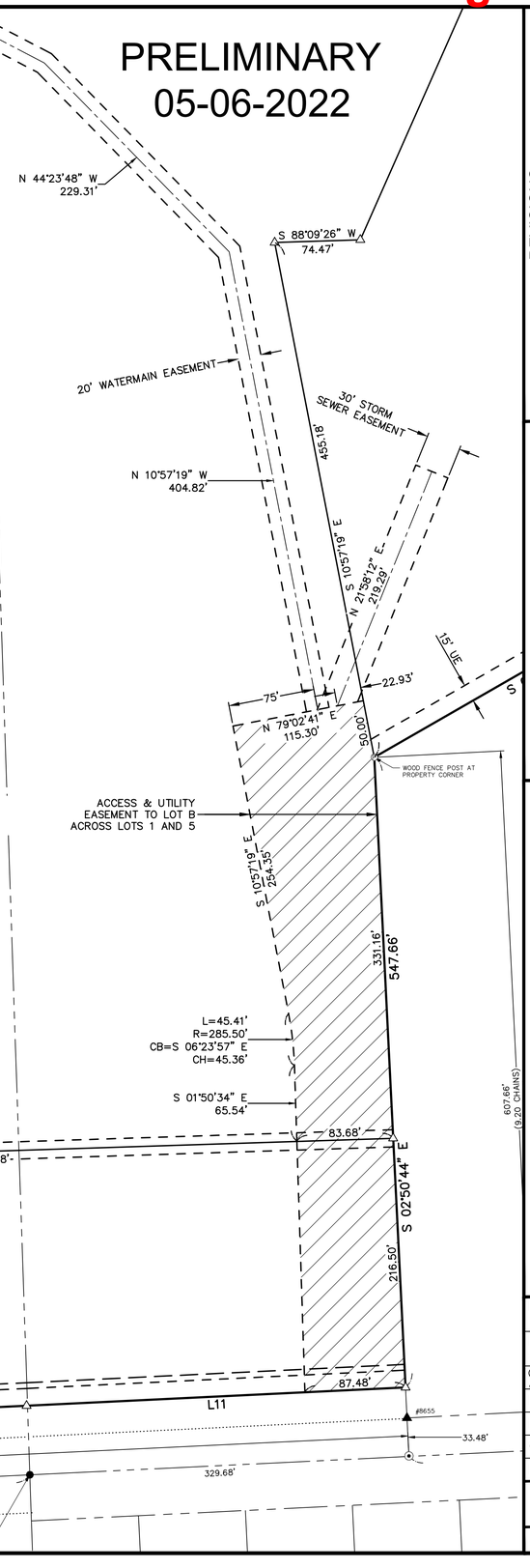
A Blanket Access Easement across Lot 5 is hereby granted for Lot "A".

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.







PRELIMINARY
05-06-2022

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
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Field Book No:	
Drawn By:	DAB
Checked By:	***
Date:	5/6/2022

Sheet 2 of 3

Friday, May 6, 2022 1:35:01 PM
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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'

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

PT: 219+65.01

220+00

218+00.00
90.00 RT

2,657.62'

#13581

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

No.	DESCRIPTION	DATE
1	REVISED PER CITY REVIEW COMMENTS	5/6/2022

REVISIONS

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

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Sheet 3 of 3

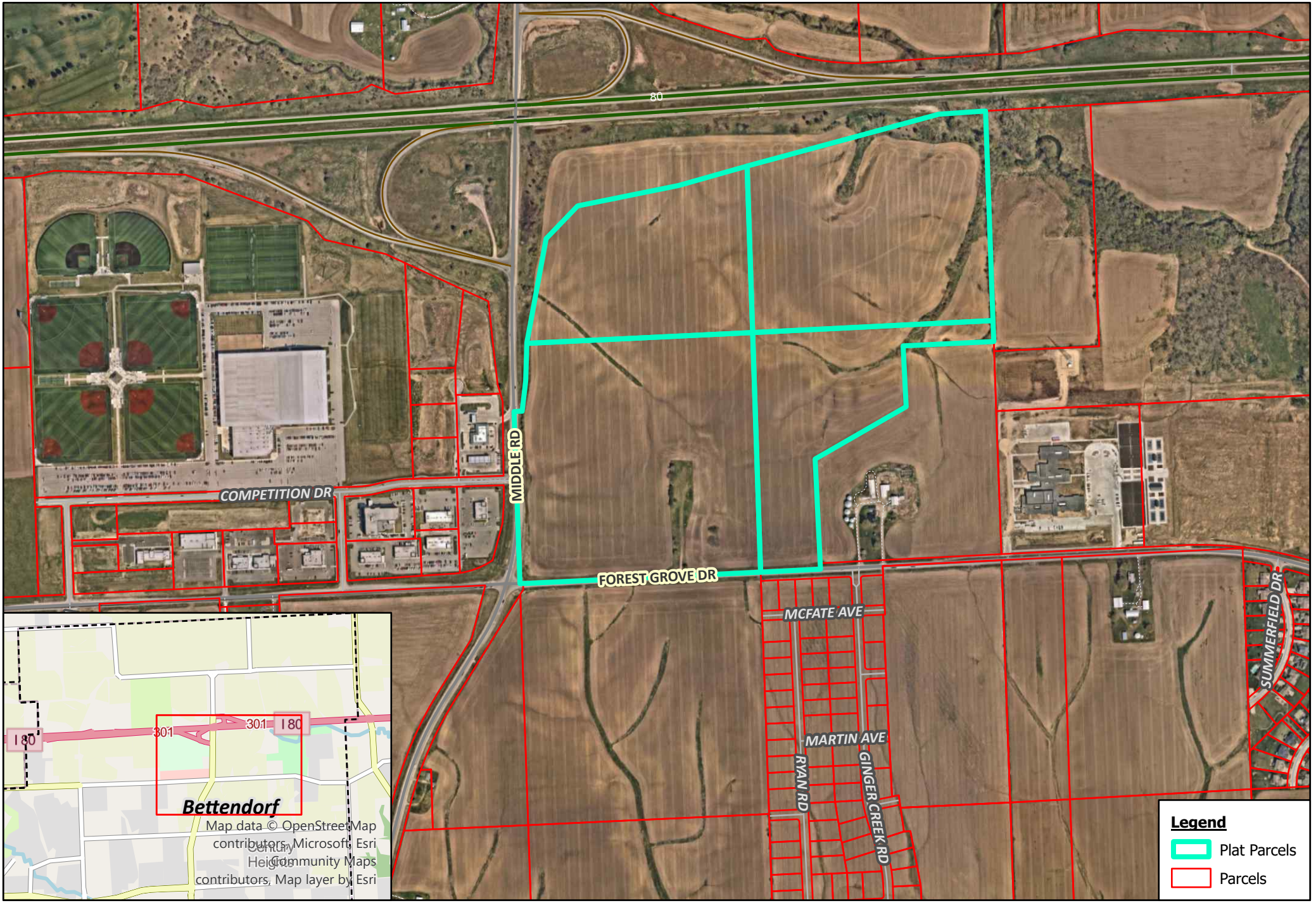
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Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plan
Aerial

1 Inch = 669 Feet

0 262.5 525 1,050 1,575 Feet

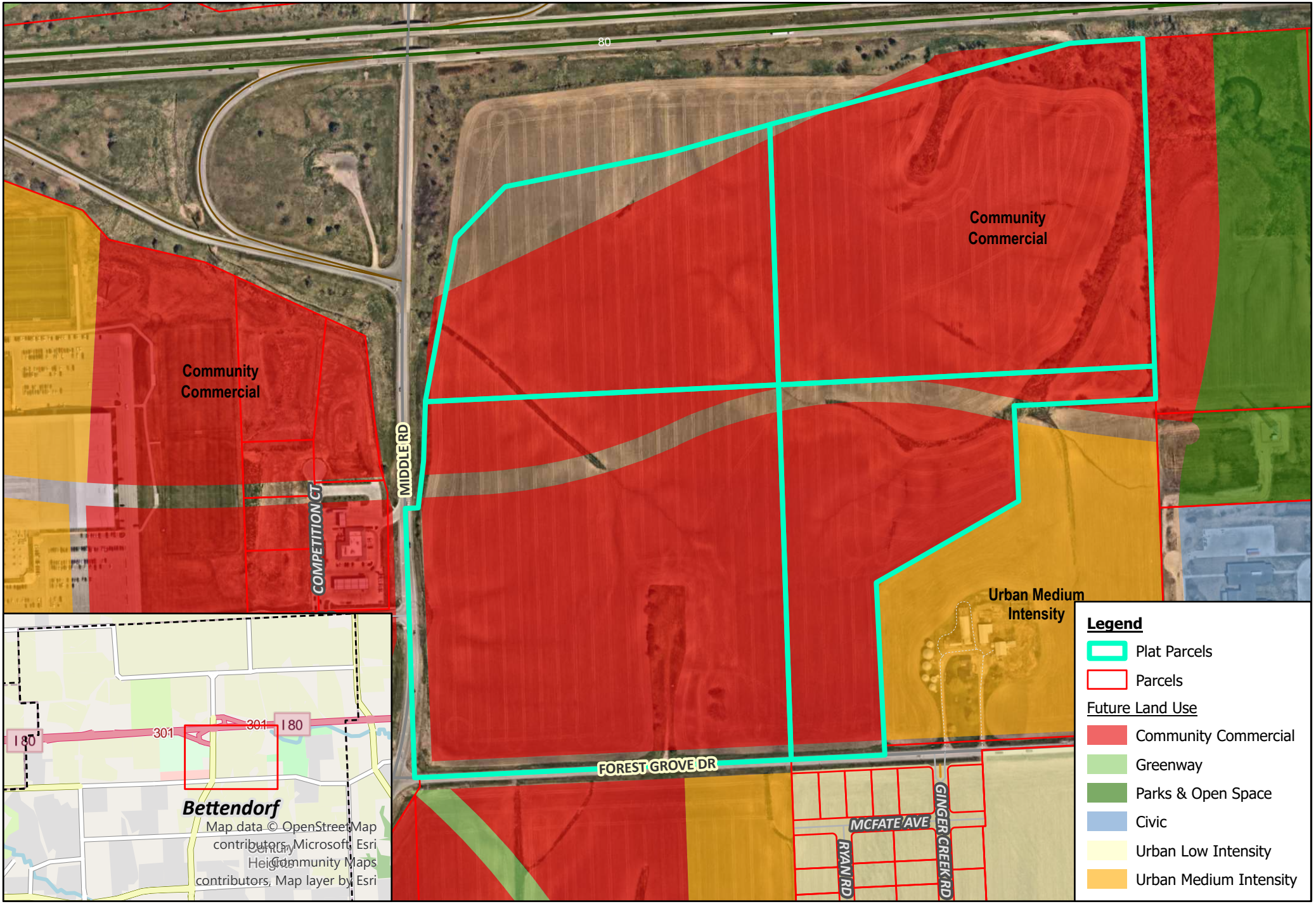
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Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plan
Future Land Use

1 Inch = 428 Feet
Feet
0 165 330 660 990

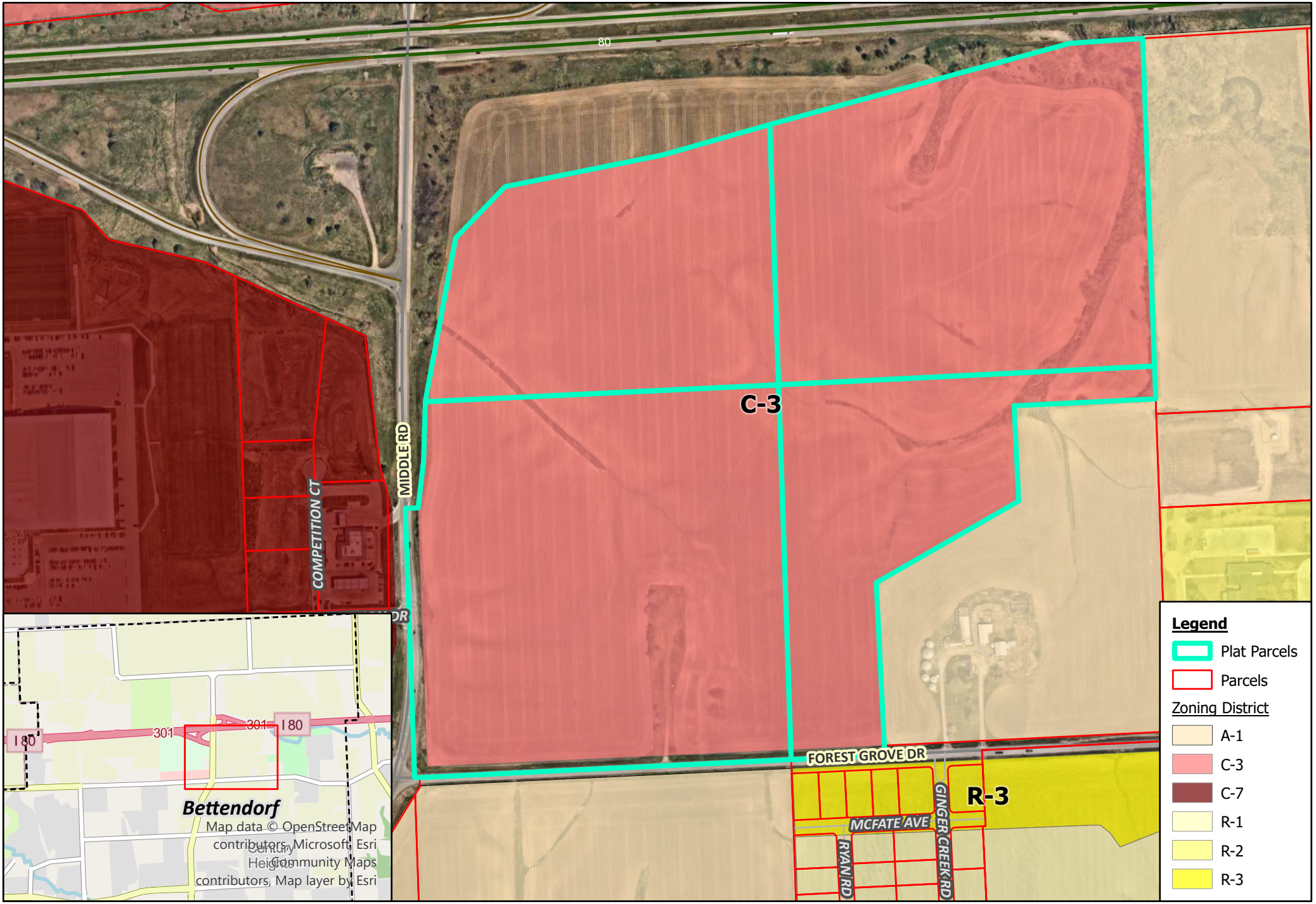
N



Cases 22-072, 22-073, 22-074, and 22-084
Site Development Plan
Zoning

1 Inch = 428 Feet
Feet
0 165 330 660 990

N



MCDONALD'S - BETTENDORF, IA

SITE PLAN

SHEET INDEX:

C0.1	COVER SHEET
1 OF 1	SITE SURVEY
C1.1	DEMO PLAN
C2.1	LAYOUT PLAN
C2.2 - C2.6	DRIVE-THRU PLANS
C3.1	GRADING PLAN
C5.1	LANDSCAPE PLAN
C6.1	DETAIL SHEET
C7.1	SWPPP
TC1.0	TRASH ENCLOSURE

PROPERTY DESCRIPTION:
LOT 4, FG 80 HOLDINGS FIRST ADDITION, A PLAT IN SCOTT COUNTY, IOWA.

ADDRESS:
5221 COMPETITION DRIVE
BETTENDORF, IA 52722

OWNER:
PER TITLE COMMITMENT #MN304603
FG80 HOLDINGS, LLC

PREPARED FOR:
ATTN: CHRIS STEPP
MCDONALD'S USA, LLC
711 JORIE BLVD, 3RD FLOOR
OAK BROOK, IL 60523

ZONING:
C-3 GENERAL BUSINESS DISTRICT

BUILDING SETBACKS:
FRONT = 20 FEET
REAR = 15 FEET
SIDE = 15 FEET

PARKING REQUIREMENTS:
PARKING REQUIREMENTS: 1 PER 50SF OF CUSTOMER FLOOR AREA
PARKING REQUIRED = 1,420/50 = 29 STALLS REQUIRED
PARKING PROVIDED = 50 STALLS (INCL. 2 HC STALLS)

OPEN SPACE REQUIREMENTS:
TOTAL SITE AREA = 68,864 SF
OPEN SPACE PROVIDED = 22,244 SF (32.3%)

IMPERVIOUS SURFACE:
TOTAL SITE AREA = 68,864 SF
PROPOSED IMPERVIOUS SURFACE = 46,620 SF (67.7%)

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF BETTENDORF MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
4. ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
5. BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
6. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
7. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
8. LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
9. SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
10. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
11. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF BETTENDORF.
12. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
13. THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
14. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
15. DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

PAVING NOTES:

1. SEE DETAILS FOR ALL PAVEMENT THICKNESS.
2. ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

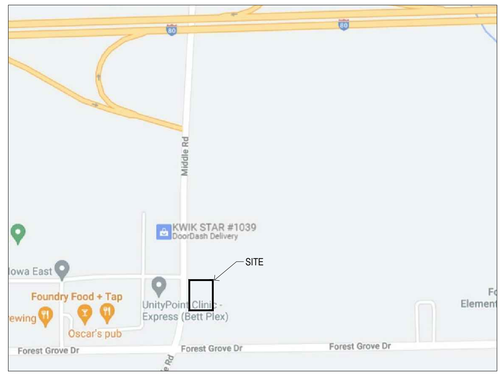
1. THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
2. ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.

UTILITY CONFLICT NOTES:

1. UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
2. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AND EXISTING UTILITY AND PROPOSED CONSTRUCTION

SURVEY NOTES:

1. SURVEY WORK WAS COMPLETED BY BISHOP ENGINEERING ON 9/21/2022. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.



VICINITY MAP
NOT TO SCALE

LEGEND:

SAN	SANITARY SEWER
ST	STORM SEWER
W	WATER LINE
G	GAS LINE
U/E	UNDERGROUND ELECTRIC
O/E	OVERHEAD ELECTRIC
TELE	TELEPHONE LINE
F/O	FIBER OPTIC
CATV	CABLE TV
	STORM MANHOLE
	CURB INTAKE
	SURFACE INTAKE
	FLARED END SECTION
	SANITARY MANHOLE
	CLEANOUT
	FIRE HYDRANT
	SPRINKLER
	IRRIGATION CONTROL VALVE
	WATER MANHOLE
	WELL
	WATER VALVE
	WATER SHUT OFF
	YARD HYDRANT
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC RISER
	ELECTRIC VAULT
	POWER POLE
	TRANSFORMER POLE
	LIGHT POLE
	ELECTRIC JUNCTION BOX
	ELECTRIC PANEL
	TRANSFORMER
	GROUND LIGHT
	GUY WIRE
	ELECTRIC HANDHOLE
	GAS METER
	GAS VALVE
	AIR CONDITIONING UNIT
	TELEPHONE RISER
	TELEPHONE VAULT
	TELEPHONE MANHOLE
	TRAFFIC SIGNAL MANHOLE
	FIBER OPTIC RISER
	FIBER OPTIC FAULT
	CABLE TV RISER
	SIGN
	DENOTES NUMBER OF PARKING STALLS
	PROPERTY CORNER - FOUND AS NOTED
	SECTION CORNER - FOUND AS NOTED

ABBREVIATIONS:

AC	ACRES
ASPH	ASPHALT
BK	BOOK
CONC	CONCRETE
D	DEEDED DISTANCE
EX	EXISTING
ENCL	ENCLOSURE
FF	FINISHED FLOOR
FL	FLOW LINE
FRAC	FRACTIONAL
M	MEASURED DISTANCE
MH	MANHOLE
OPC	ORANGE PLASTIC CAP
P	PLATTED DISTANCE
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRA	PREVIOUSLY RECORDED AS
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
RPC	RED PLASTIC CAP
SF	SQUARE FEET
SAN	SANITARY
TYP	TYPICAL
YPC	YELLOW PLASTIC CAP
N	NORTH
S	SOUTH
E	EAST
W	WEST

IOWA ONE CALL
1-800-292-8989 | 811
www.iowaonecall.com

UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT. A REQUEST WAS MADE TO ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

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CENSED PROFESSIONAL ENGINEER
JOEL E. JACKSON
18397
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: 11/7/2022
JOEL E. JACKSON, P.E. 18397
LICENSE RENEWAL DATE: DEC. 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1, C1.1 - C7.1

REV	DATE	DESCRIPTION	BY
2	11/7/2022	PERMIT SET	JEJ
1	10/25/2022	CITY SUBMITTAL	JEJ
0	10/10/2022	PRELIMINARY SET	CLT

PREPARED BY:
Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-1467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

PREPARED FOR:
McDonald's USA, LLC

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DRAWN BY	CLT
STD ISSUE DATE	11/7/2022
REVIEWED BY	JEJ
DATE ISSUED	11/7/2022

TITLE: BETTENDORF, IA - MIDDLE RD
DESCRIPTION: SITE PLAN
COVER SHEET
SITE ADDRESS: 5221 COMPETITION DRIVE, BETTENDORF, IA 52722
SITE ID: 140366
SHEET NO: C0.1
BE # 220006

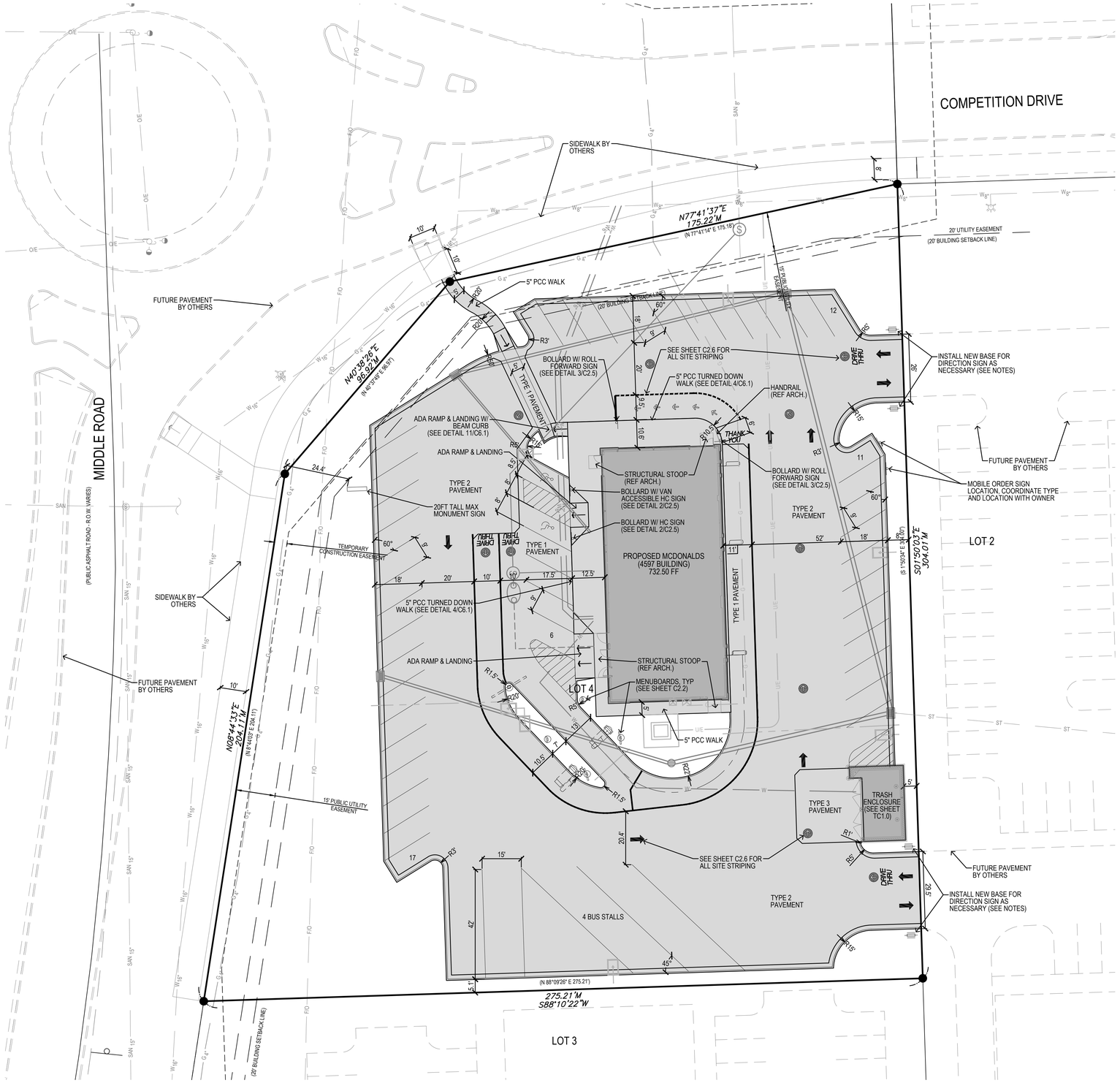
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GENERAL NOTES:

1. ALL DIMENSION ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.

DIRECTIONAL SIGN NOTES:

1. NEW OR REPLACED DIRECTIONAL SIGNS ARE NOT APPROVED BY THE JURISDICTION AS PART OF THIS PLAN SET.
2. CONTRACTOR SHALL COORDINATE WITH OWNER/OPERATOR AND MCDONALD'S CONSTRUCTION MANAGER FOR DIRECTIONAL SIGN TYPE.
3. IF EXISTING BOLT PATTERN ON EXISTING SIGN BASE WORKS WITH THE NEW SIGN AND THE BOLTS ARE LONG ENOUGH, THE CONTRACTOR MAY INSTALL NEW SIGNS ON THE EXISTING BASE.
4. IF THE BOLT PATTERN ON THE EXISTING SIGN BASE DOES NOT MATCH OR IF THE BOLTS ARE NOT LONG ENOUGH FOR THE BOLTS TO BE DOUBLE NUTTED, THE CONTRACTOR SHALL REMOVE THE EXISTING BASE AND INSTALL A NEW BASE PER THE DETAIL SHOWN ON SHEET C2.4. NO RETROFIT BASES WILL BE ALLOWED.



GRAPHIC SCALE
20 0 10 20 40

REV	DATE	DESCRIPTION	BY
2	11/7/2022	PERMIT SET	JEJ
1	10/25/2022	CITY SUBMITTAL	JEJ
0	10/10/2022	PRELIMINARY SET	CLT

PREPARED BY:
Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-1467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

PREPARED FOR:
McDonald's USA, LLC

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STD ISSUE DATE	11/7/2022
REVIEWED BY	JEJ
DATE ISSUED	11/7/2022

TITLE: BETTENDORF, IA - MIDDLE RD
SITE PLAN
DESCRIPTION: LAYOUT PLAN
SITE ID: 140366
SITE ADDRESS: 5221 COMPETITION DRIVE, BETTENDORF, IA 52722
SHEET NO.: C2.1
BE# 220006

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Attachment F

COD CONSTRUCTION NOTES:

(A) RESERVED

(B) INSTALL NEW MENU BOARD. SEE SHEET C2.3 FOR FOUNDATION DETAIL, SHEET C2.5 FOR SCHEMATIC DETAIL AND SEE MANUFACTURER FOR INSTALLATION INSTRUCTIONS. THE ANGLE OF THE MENUBOARD TO THE CURB SHALL BE BETWEEN 25° AND 35° (35° PREFERRED). THE EDGE OF THE MENUBOARD SHALL BE TARGETED AT 18" TO THE FACE OF CURB, AND INSTALLED 12"-18" TO THE FACE OF CURB BASED ON SITE CONDITIONS. IF 12" CANNOT BE MAINTAINED, CONTRACTOR SHALL COORDINATE WITH ECM AND O/O FOR POSSIBLE INSTALLATION OF A PROTECTIVE BOLLARD AT O/O'S EXPENSE. THE CENTER OF THE MENUBOARD FOUNDATION SHALL BE 5'-9" FROM THE CENTER OF THE CANOPY (5'-0" MIN AND 6'-0" MAX).

(C) PRIMARY LANE ORDER HERE CANOPY. LOCATE 105'± FROM ℄ OF CANOPY TO ℄ OF CASH WINDOW MEASURED ALONG ℄ OF TRAVEL PATH AND FOOTING TIGHT AGAINST THE BACK OF CURB. SEE SHEET C2.3 FOR FOUNDATION DETAIL, SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.

(D) SECONDARY LANE ORDER HERE CANOPY. LOCATE 14'-0" FROM NOSE OF CONCRETE ISLAND AND FOOTING TIGHT AGAINST THE BACK OF CURB. SEE SHEET C2.3 FOR FOUNDATION DETAIL, SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.

(E) INSTALL PRIMARY LANE DETECTOR LOOP. SEE DETAIL SHEET C2.4.

(F) INSTALL SECONDARY LANE DETECTOR LOOP 2'-0" FORWARD OF ℄ OF COD. FLIP LOOP FORWARD. SEE DETAIL SHEET C2.4.

(G) DOUBLE ARM GATEWAY SIGN. EDGE OF THE FOOTING OF THE GATEWAY SIGN SHALL BE TIGHT AGAINST THE BACK OF CURB. SEE SHEET C2.3 FOR FOUNDATION DETAIL, SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.

(H) LANDSCAPED AREA.

(I) ANY LANE ANY TIME SIGN. ATTACH SIGN TO GATEWAY 6' FROM BOTTOM OF POST. SEE SHEET C2.5 FOR SCHEMATIC DETAIL AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS.

(J) PRIMARY LANE PRE-BROWSE BOARD. SEE SHEET C2.3 FOR FOUNDATION DETAIL, C2.5 FOR SCHEMATIC DETAIL, AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS. BOARD SHALL BE LOCATED 15' FROM THE ℄ OF THE PRIMARY CANOPY TO THE ℄ OF THE PRE-BROWSE BOARD MEASURED ALONG THE FACE OF CURB. THE EDGE OF THE PRE-BROWSE BOARD SHALL BE TARGETED AT 18" TO THE FACE OF CURB AND INSTALLED 12" MINIMUM BASED ON SITE CONDITIONS. IF 12" CANNOT BE MAINTAINED, CONTRACTOR SHALL COORDINATE WITH ECM AND O/O FOR POSSIBLE INSTALLATION OF A PROTECTIVE BOLLARD AT O/O'S EXPENSE. THE ANGLE OF THE MENUBOARD TO THE CURB SHALL BE TARGETED AT 50°.

(K) SECONDARY LANE PRE-BROWSE BOARD. SEE SHEET C2.3 FOR FOUNDATION DETAIL, C2.5 FOR SCHEMATIC DETAIL, AND MANUFACTURER FOR INSTALLATION INSTRUCTIONS. BOARD SHALL BE LOCATED 15' FROM THE ℄ OF THE SECONDARY CANOPY TO THE ℄ OF THE PRE-BROWSE BOARD MEASURED ALONG THE FACE OF CURB. THE EDGE OF THE PRE-BROWSE BOARD SHALL BE TARGETED AT 18" TO THE FACE OF CURB AND INSTALLED 12" MINIMUM BASED ON SITE CONDITIONS. IF 12" CANNOT BE MAINTAINED, CONTRACTOR SHALL COORDINATE WITH ECM AND O/O FOR POSSIBLE INSTALLATION OF A PROTECTIVE BOLLARD AT O/O'S EXPENSE. THE ANGLE OF THE MENUBOARD TO THE CURB SHALL BE TARGETED AT 35°.

(L) INSTALL DETECTOR LOOPS AT CASH AND PRESENT WINDOWS. SEE DETAIL 1 SHEET C2.4.

(M) INSTALL ROLL FORWARD SIGN & BOLLARD. SEE DETAIL 3 SHEET C2.5

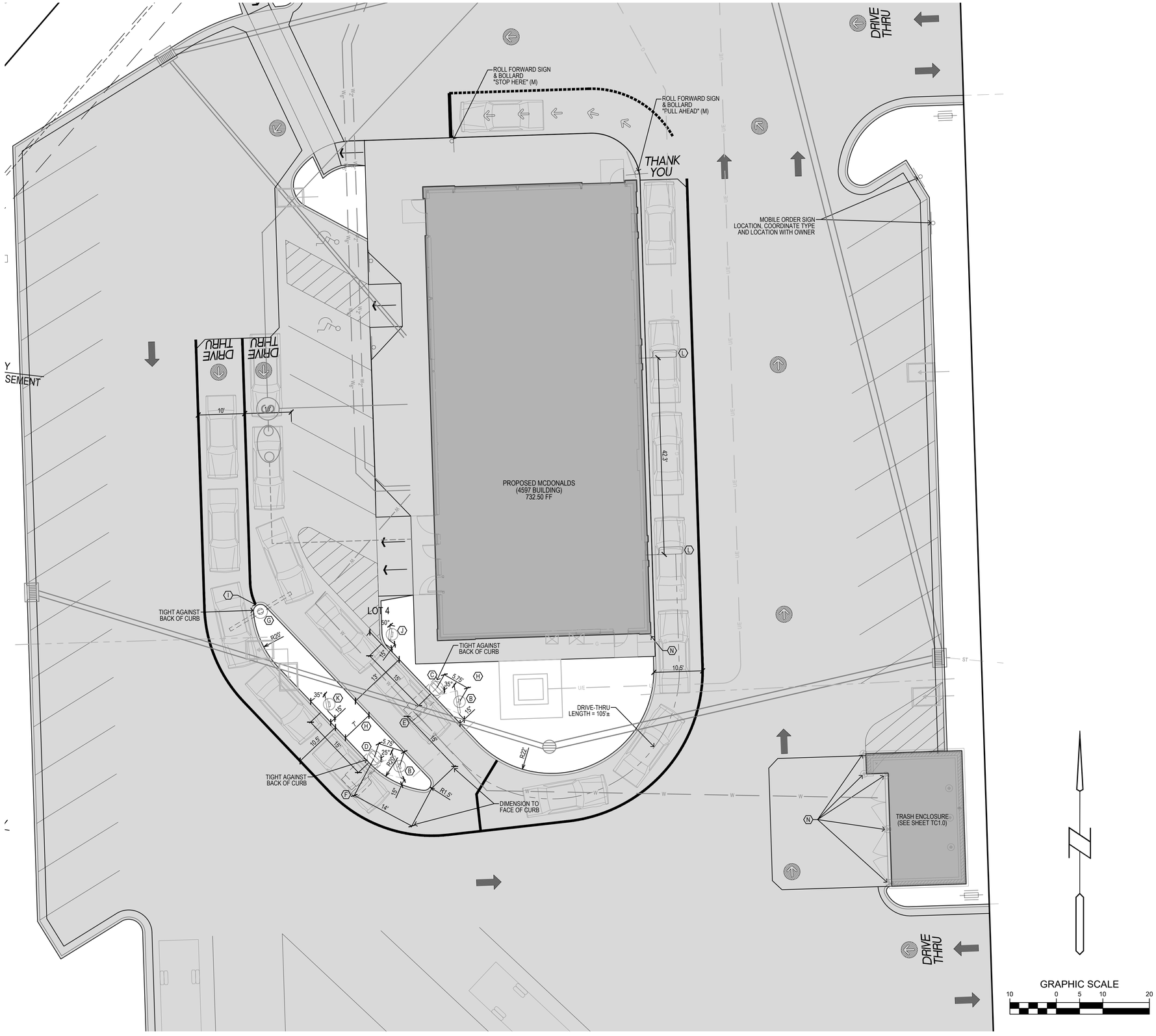
(N) INSTALL COVER ON EXISTING BOLLARD TO MATCH BUILDING BASE. FOR COVER CONTACT:
PUGLESEA COMPANY
ATTN: BRAD ERICKSON
1253 CONNELLY AVE
ARDEN HILLS, MN 55112
PH: (651) 636-6442

GENERAL NOTES:

1. SIGNAGE & DRIVE-THRU ELEMENTS:
   COD, DRIVE-THRU PYLON/CLEARANCE POLE, BOLLARD SIGN, AND FREESTANDING MERCHANDIZER SHALL BE CONSISTENT WITH THE MCDONALD'S CURRET STANDARDS FOR DRIVE-THRU ELEMENTS. OTHER DESIGNS MAY NOT BE USED.
2. GENERAL CONTRACTOR SHALL COORDINATE WITH CIVIL PLANS, MCDONALD'S PROJECT MANAGER, AND SIGNAGE SUPPLIER TO DETERMINE THE EXACT LOCATION, ORIENTATION, MOUNTING HEIGHTS, AND NUMBER OF SIGNS AND OTHER DRIVE-THRU ELEMENTS TO BE INSTALLED AT THIS SITE. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES.
3. CONTACT MCDONALD'S PROJECT MANAGER FOR SIGNAGE & DRIVE-THRU ELEMENT FOOTING AND WIRING REQUIREMENTS. SIGNAGE MANUFACTURER TO PROVIDE FOOTING ANCHORS & TEMPLATES TO G.C. PRIOR TO FOUNDATION POURING.
4. SEE SHEET C2.5 AND ELECTRICAL SHEETS FOR DRIVE-THRU WIRING INFORMATION.
5. GENERAL CONTRACTOR TO COORDINATE THE RESPONSIBILITES OF THE ELECTRICAL CONTRACTOR AND THE SIGN SUPPLIER.
6. GENERAL CONTRACTOR TO INSTALL PRE-FORMED, PRE-WIRED VEHICLE DETECTOR LOOP.
7. GENERAL CONTRACTOR SHALL VERIFY CONDUIT SIZES REQUIRED BY VEHICLE LOOP DETECTOR SUPPLIER.

COD LAYOUT NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE ON PLAN.
2. FIELD VERIFY AND CONFIRM EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY MCDONALD'S PROJECT MANAGER OF ANY DISCREPANCIES PRIOR TO COMMENCING CONSTRUCTION.
3. SEE SHEET C2.1 FOR ALL SITE DIMENSIONS.
4. SEE SHEET C2.6 FOR STRIPING.



REV	DATE	DESCRIPTION	BY
2	11/7/2022	PERMIT SET	JEJ
1	10/25/2022	CITY SUBMITTAL	JEJ
0	10/10/2022	PRELIMINARY SET	CLT

PREPARED BY:
Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-1467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

PREPARED FOR:
McDonald's USA, LLC

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DRAWN BY	STD. ISSUE DATE
CLT	11/7/2022
REVIEWED BY	DATE ISSUED
JEJ	11/7/2022

TITLE: BETTENDORF, IA - MIDDLE RD
SITE PLAN
DESCRIPTION: COD LAYOUT PLAN
SITE ID: 140366
SITE ADDRESS: 5221 COMPETITION DRIVE, BETTENDORF, IA 52722
SHEET NO.: C2.2
BE# 220006

11/7/2022 3:22:14 PM L:\LAND PROJECTS 2022\220006 BETTENDORF - MIDDLE RD\DWG\C2 LAYOUT.DWG

Attachment G

LANDSCAPE NOTES:

1. ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. SOD/SEED ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD/SEED LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
3. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
4. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
6. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
7. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
8. ALL EDGING SHALL MATCH EXISTING.
9. CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
10. WHEN NOTED, SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
14. WHEN NOTED, SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK LAYER OF WASHED RIVER ROCK (1.5" NOMINAL SIZE).
15. ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH/ROCK IS INSTALLED.

ROCK LANDSCAPE: WHEN NOTED SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK LAYER OF WASHED RIVER ROCK (1.5" NOMINAL SIZE MATCH EXISTING). ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH/ROCK IS INSTALLED.

SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)

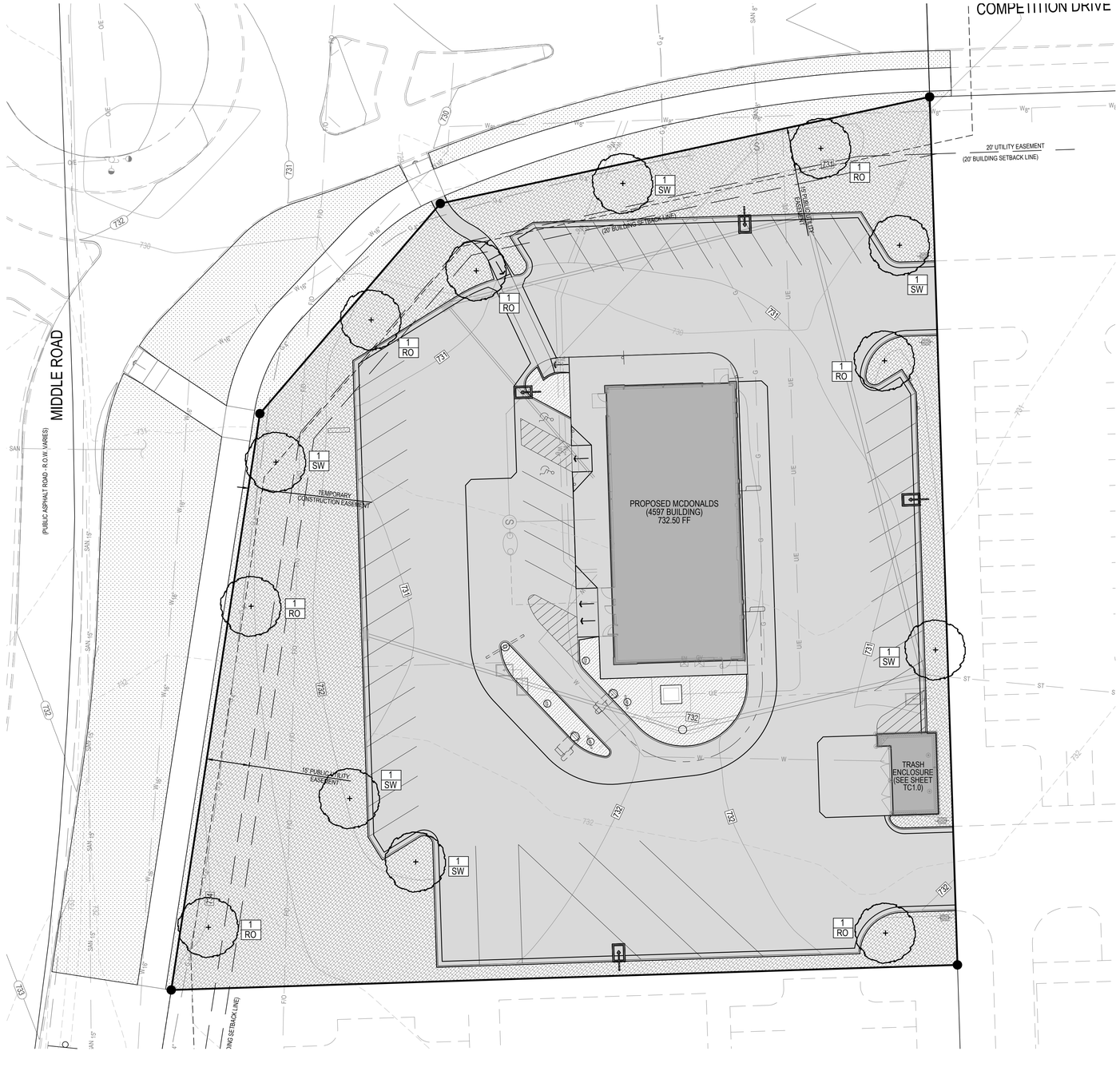
SEED: SUDAS TYPE 1 SEED MIX

GENERAL LANDSCAPE REQUIREMENTS

TOTAL SQUARE FOOTAGE OF PROJECT AREA	68,864 SF
STREET YARD LANDSCAPING REQUIREMENT	
STREET YEAR LANDSCAPING SETBACK	15 FT
PARKING LANDSCAPING REQUIREMENTS	
TOTAL PARKING LOT AREA	42,505SF
TOTAL INTERNAL LANDSCAPING REQUIRED	2,975SF(7.0%)
TOTAL INTERNAL LANDSCAPING PROVIDED	3,295SF(7.7%)
REQUIRED TREE FACTOR (3,295SF/500SF)	7 TREES
TREE REQUIREMENTS	
REQUIRED STREET YARD TREE FACTOR AREA (15' X LOT FRONTAGE)	6,962SF
REQUIRED TREE FACTORS (6,962/700)	10 TREES
EXTRA STREET YARD PROVIDED (156% EXTRA)	10,866SF
REDUCTION OF REQUIREMENTS (156%/3%)	52% REDUCTION
REQUIRED TREE FACTORS AFTER REDUCTION (10*52%)	6 TREES

PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
RO	7	RED OAK	GYMNOCLADUS DIOICUS	2"CAL	B&B	MATCHED SPECIMENS
SW	6	SWAMP WHITE OAK	QUERCUS BICOLOR	2"CAL	B&B	MATCHED SPECIMENS



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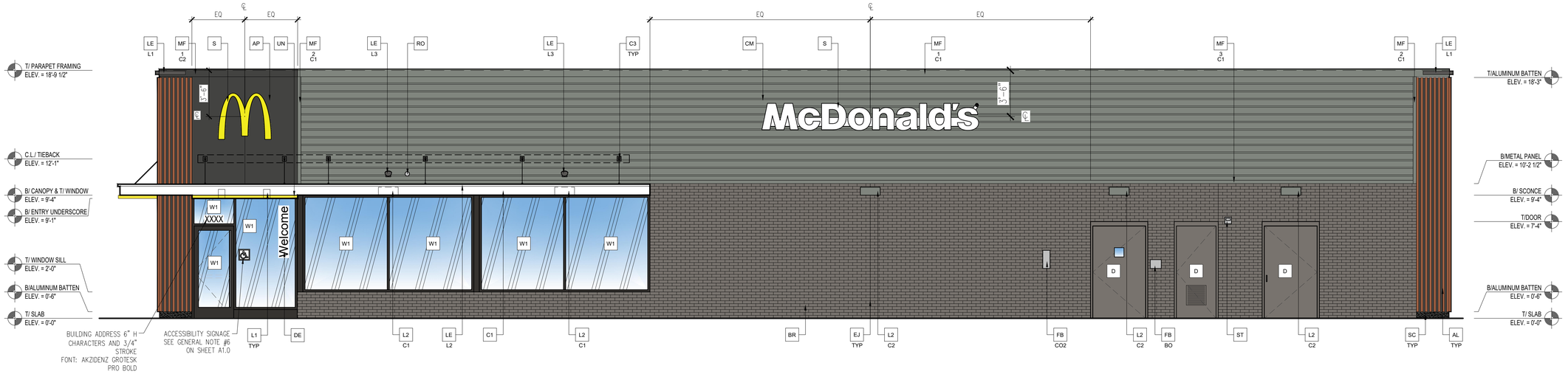
DRAWN BY:	REVIEWED BY:
CLT	JEJ
STD ISSUE DATE:	DATE ISSUED:
11/7/2022	11/7/2022

TITLE: BETTENDORF, IA - MIDDLE RD
SITE PLAN
DESCRIPTION: LANDSCAPE PLAN

SITE ID: 140366
SITE ADDRESS: 5221 COMPETITION DRIVE, BETTENDORF, IA 52722

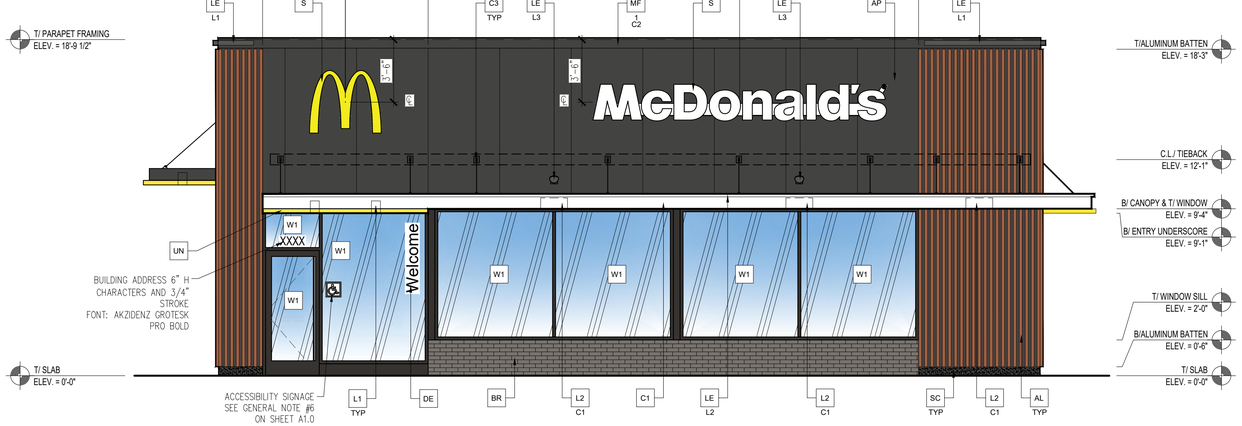
SHEET NO.: C5.1
BE# 220006

11/7/2022 1:56:01 PM L:\LAND PROJECTS 2022\220006 BETTENDORF - MIDDLE RD\DWG\C5 LANDSCAPE.DWG



1 NORTH ELEVATION

Scale: 1/4"=1'-0"



2 EAST ELEVATION

Scale: 1/4"=1'-0"

ELEVATION KEY NOTES:

COLOR SCHEME: 'STEEL' SCHEME

- AL — ALUMINUM BATTEN SYSTEM
  MFR: B+N INDUSTRIES
  SIZE: 2"X2" PROFILE
  COLOR: FORTINA, WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH
  SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES. APAP TRADEMARKED. COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AN DPAINT BOTH SIDES AND ALL EDGES.
  SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP — ALPOLIC METAL PANEL
  COLOR: RAL 7022
- BM — BREAK METAL PANEL
  COLOR: GOLD PANTONE 123C
- BR — BRICK VENEER BY HEBRON
  SLATE GRAY – SMOOTH
  MORTAR: SM750 SILVERSTONE BY SPEC MIX
- C1 — ALUMINUM CANOPY SYSTEM W/FASCIA
  COLOR: WHITE
- C2 — ALUMINUM CANOPY SYSTEM
  COLOR: RAL 7022
- C3 — ALUMINUM CANOPY TIEBACK
  COLOR: RAL 7022
  GC TO PROVIDE CONTINUOUS BLOCKING ON WALL BEHIND TIEBACKS, WHEN TIEBACKS ARE INSTALLED ON METAL PANELING. SEE DETAIL 3/A5.0
- CM — 7" REVEAL METAL WALL PANEL SYSTEM BY METAL ERA
  COLOR: WEATHERED ZINC
- D — HOLLOW METAL DOOR
  PAINT: GAUNTLET GRAY SW 7019 BY SHERWIN WILLIAMS
- DE — DECAL BY GRAPHICS SUPPLIER
  SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.
  SUPPLIERS: VOMELA (865) 330-7337, ann.bowen@vomela.com
  GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com
- EJ — EXPANSION JOINT, SEE DETAIL 7/A4.1
- FB — FILL BOX
  ## — TYPE:
  CO2 = BULK CO2
  BO = BULK OIL
- GR — GUARD RAIL –SEE SITE PLAN AND DETAIL 5/A2.1
  COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
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  COLOR: GOLD
- L2 — RADIAL SCONCE LIGHT FIXTURE – SEE ELECTRICAL
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- LE — LED ACCENT LIGHTING – SEE ELECTRICAL
  ## — TYPE:
  L1 = SLIM LED (DOWN ONLY)
  L2 = INTEGRAL CANOPY FIXTURE
  L3 = UP ONLY FLOOD FIXTURE
- MF — METAL FASCIA
  ## — TYPE:
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  2 = BOTTOM TRIM AT METAL REVEAL PANEL
  3 = VERTICAL TRIM AT METAL REVEAL PANEL CORNERS, CLOSURES
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  CALL 1-888-743-7435 TO ORDER
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- SC — STUCCO PAINT: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- ST — CO2 STROBE/ALARM. SEE MECHANICAL DRAWINGS FOR SPECIFICATION.
- UN — METAL UNDERSCORE
  COLOR: GOLD
- W1 — EXTERIOR WINDOW ASSEMBLY – TEMPERED GLASS
  COLOR: DARK BRONZE
- W2 — DRIVE-THRU WINDOW BY READY ACCESS
  ## — MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN; ELECTRONIC RELEASE
  COLOR: DEEP BRONZE
  SLIDE DIRECTION: RL = RIGHT TO LEFT
  LR = LEFT TO RIGHT

GC TO PROVIDE SIGNAGE PACKAGE AND INSTALL SIGNS AT LOCATIONS AND POSITIONS INDICATED IN SIGNAGE PACKAGE OR AS REQUIRED BY LOCAL CODES. SIGNAGE PACKAGE SUPPLIED BY: FRANKE SUPPLY 1-800-423-5247, FAX: 1-877-538-6882, WWW.FRANKESUPPLY.COM, EMAIL: fs-frankesupply.us@franke.com

NOTE:
1. TRASH CORRAL INCLUDING DOORS, BOLLARDS ETC. TO MATCH MAIN BUILDING FINISHES AND COLORS.

RAL 7022 COLOR CHART (FOR REFERENCE)
(SEE ELEVATION KEY NOTES AP, C2, C3, MF-1-C2)
HEX CODE: #4C4A44
RGB CODE: RED 76 (30%), GREEN 74 (29%), BLUE 68 (27%)
CMYK CODE: CYAN 40%, MAGENTA 30%, YELLOW 40%, BLACK 80%

LINGLE DESIGN GROUP INC
158 WEST MAIN STREET
LENA, IL 61048
815.369.9155
1860 W. EVANS AVE.
ENGLEWOOD, CO 80110
303.974.5873
WWW.LINGLEDESIGN.COM

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JENNIFER McKINNEY ARC08121 LICENSED ARCHITECT

09/01/22

STATE ID: 140366
NATIONAL #: 40671
PROJECT #: 22-466
DATE: 09/01/22
DRAWN BY: RP
CHECKED BY: JK

REVISIONS

CLIENT

McDonald's USA, LLC

ADDRESS

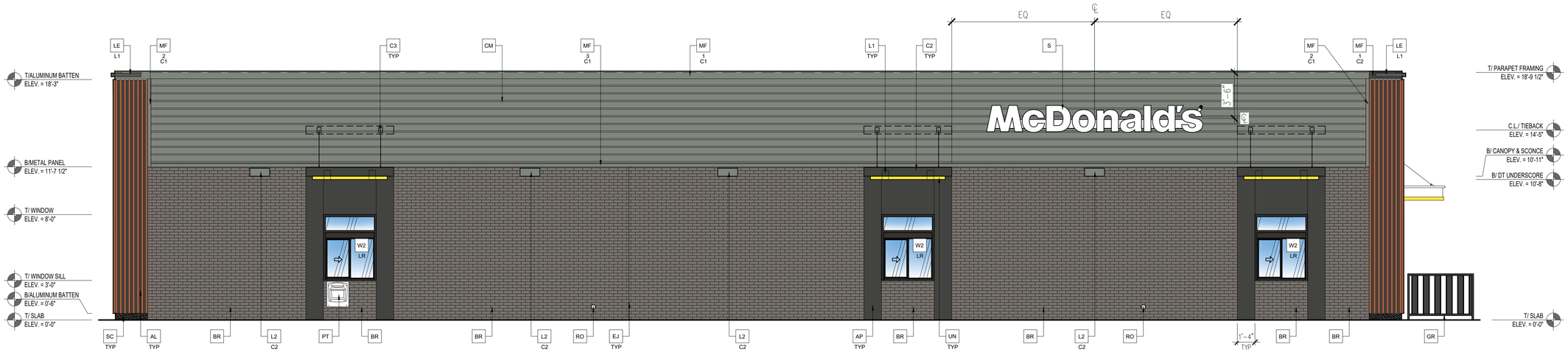
5185 COMPETITION DR.
BETTENDORF, IA 52722

SHEET TITLE

EXTERIOR ELEVATIONS

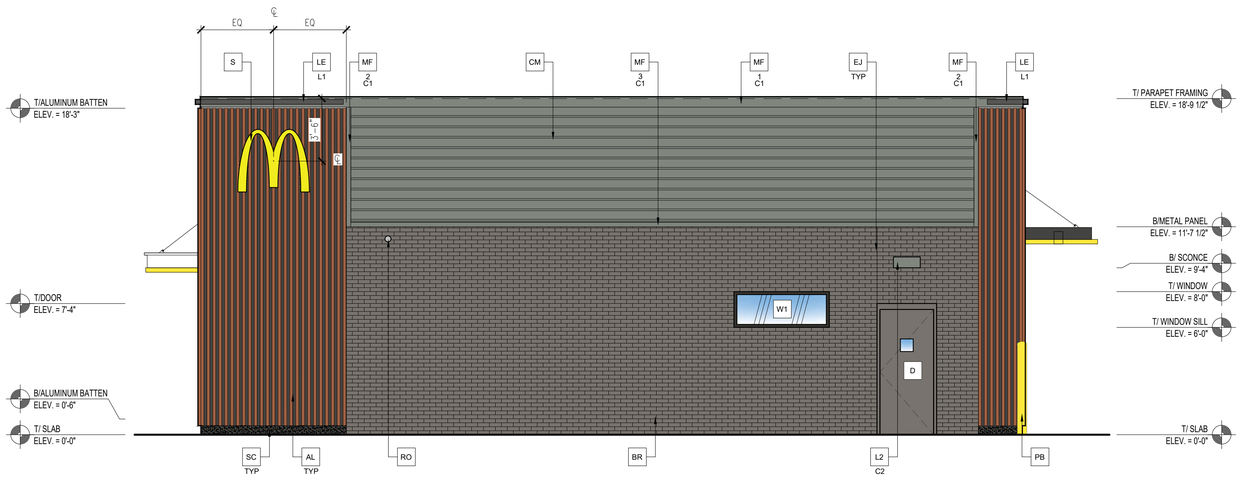
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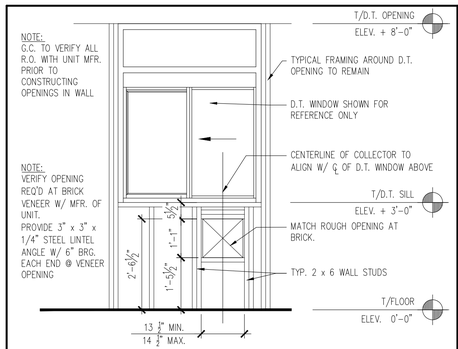
1 SOUTH ELEVATION

Scale: 1/4"=1'-0"



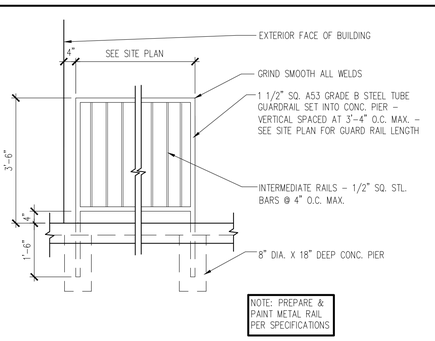
2 WEST ELEVATION

Scale: 1/4"=1'-0"



4 (RMHC) COIN COLLECTOR @ FRAMED WALL

1/2" = 1'-0"



5 GUARD RAIL DETAIL

1/2" = 1'-0"

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  BO = BULK OIL
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  COLOR: GOLD
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09/01/22

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CHECKED BY: JK

REVISIONS

CLIENT

McDonald's USA, LLC

ADDRESS

5185 COMPETITION DR.
BETTENDORF, IA 52722

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER:

A2.1

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

November 16, 2022 - Bettendorf Planning & Zoning Commission Meeting

Staff Report

Case No. 22-072, Case No. 22-073, Case No. 22-074, and Case No. 22-084
Request: Site Development Plans for Commercial Office, Retail, and Restaurants
Location: Northeast Corner of Middle Road and Forest Grove Drive Intersection and south
Legal Description: Proposed Lots 1, 2, 3 of FG 80 Holdings Third Addition (Case No. 22-071) and Lot 4 of FG 80 Holdings First Addition (Parcel #: 840223001)
Applicants:
Kevin Koellner – Focus Real Estate Dev. (Lots 1, 2, and 3 of FG 80 Holdings Third Addition)
Joel Jackson – Bishop Engineering (Lot 4 of FG 80 Holdings First Addition)
Zoning: C-3, General Business District
Future Land Use: CC, Community Commercial

Background Information and Facts

Applicant Kevin Koellner has submitted three site development plans for three buildings located on proposed Lots 1, 2, and 3 of FG 80 Holdings Third Addition (see FG 80 Holdings Third Addition – Attachment A). Applicant Joel Jackson has submitted one site development plan for one restaurant building located on Lot 4 of FG 80 Holdings First Addition (see FG 80 Holdings First Addition – Attachment B). The proposed developments are adjacent and located north of Forest Grove Drive and east of Middle Road and are in the C-3, General Business District (see Aerial Map - Attachment C and Zoning Map – Attachment D).

Kevin Koellner is proposing three buildings with the proposed uses as follows:

- Commercial office (Case No. 22-072, Lot 1 FG 80 Holdings Third Addition Site Development Plan – Attachment E),

- Commercial retail (Case No. 22-073, Lot 2 FG 80 Holdings Third Addition Site Development Plan – Attachment F),
- Commercial restaurant (Case No. 22-074, Lot 3 FG 80 Holdings Third Addition Site Development Plan – Attachment G).

Joel Jackson is proposing one building with the proposed use of a McDonald's restaurant (Case No. 22-084, Lot 4 FG 80 Holdings First Addition Site Development Plan – Attachment H). No site development review application has been received for Lot 4 of the proposed third addition at this time, but conceptually, site plans show a hotel.

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 I). 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 G: Attract Young People.

Zoning Compliance

Commercial office, commercial retail, and commercial restaurant uses proposed for each site development plan are permitted uses in the C-3 Zoning District. Each development complies with the bulk standards for the district including setbacks, allowable size, and density as shown on each site development plan.

Development plans for buildings on Lots 2 and 3 of FG 80 Holdings Third Addition show two patios. One patio is shown between the two buildings and another is located on the east end of the building located on Lot 3. Board of Adjustment approval for any alcohol service on these patios will be required.

Utilities

The site has access to water and city sewer. The proposed FG 80 Holdings Third Addition final plat (Case No. 22-071) and FG 80 Holdings First Addition Final Plat shows sufficient sanitary sewer, storm sewer, water main, and utility easements to the proposed developments on all lots.

Proposed fire hydrant locations are identified on each site development plan and have been reviewed and approved by the Bettendorf Fire Department.

Refuse

Proposed screened dumpster locations are identified near each building on Lots 1, 2, and 3 of FG 80 Holdings Third Addition and the restaurant building on Lot 4 of FG 80 Holdings First Addition. Sufficient truck access exists for each of the four dumpsters associated with each building.

Thoroughfare Plan & Pedestrian Access

Vehicle access to the four developments is shown through private drive lanes via two entrances off of Competition Drive. The northern access on Competition Drive aligns with a private drive entrance for the future golf complex and associated development located north of Competition Drive. The eastern access on Competition Drive is located on Lots 3 and 4 of FG 80 Holding Third Addition and contains one ingress lane and a left and right egress lane. This access aligns with a parking lot ingress/egress for the golf complex.

Interior lot access is provided via private drive lanes to each of the four developments and a future development located on Lot 4 of FG 80 Holdings Third Addition, shown conceptually as a hotel on the site development plans. The proposed McDonalds restaurant contains two drive-through order lanes, which merge into one drive-through pickup lane (see Lot 4 FG 80 Holdings First Addition Stacking Diagram – Attachment J). This drive-through configuration provides stacking for a total of 18 vehicles. One-way striping for vehicle thoroughfare and angled parking are shown outside the stacking area.

An 8-foot wide, multi-use path is shown on both sides of Competition Drive. All development plans show 5-foot interior path connections to the multi-use trail. Staff would recommend the addition of interior service walks connecting each development. Specifically, staff would recommend a 5-foot service walk connecting Lot 4 of FG 80 Holding First Addition and Lot 1 of FG 80 Holdings Third Addition with the dual purposes of providing increased accessibility for emergency responders to the commercial office building and general increased accessibility to pedestrians in the development area.

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

- **Lot 1, FG 80 Holdings Third Addition**

  A 7,865 square foot building is shown with the proposed use of commercial office. A total of 64 off-street parking spaces are provided. The proposed office use requires a minimum of 40 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

- **Lot 2, FG 80 Holdings Third Addition**

  A 5,520 square foot building is shown with the proposed use of commercial retail. A total of 29 off-street parking spaces are provided. The proposed retail use requires a minimum of 28 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

- **Lot 3, FG 80 Holdings Third Addition**

  A 10,414 square foot building is shown with the proposed use of commercial restaurant. A total of 72 off-street parking spaces are provided. The proposed restaurant use requires a minimum of 53 spaces per the off-street parking schedule. Three ADA parking spaces are provided which meets code requirements for this site.

- **Lot 4, FG 80 Holdings First Addition**

  A 4,597 square foot building with 1,420 square feet of customer floor area is shown with the proposed use of restaurant – drive-in/fast food. A total of 50 off-street parking spaces are provided, including four 42-foot bus stalls. The proposed restaurant use requires a minimum of 29 spaces per the off-street parking schedule. Two ADA parking spaces are provided which meets code requirements for this site.

Storm Water

The proposed developments will be served by regional detention basins located north on lots located in FG 80 Holdings Second Addition as well as Lot A of FG 80 Holdings First Addition. Storm water storage is sufficiently-sized for the proposed development and contemplated future development.

Landscaping

- **Lot 1, FG 80 Holdings Third Addition**

  A total of 14 tree factors are required for the development, and 14.5 are provided (see Lot 1, FG 80 Holdings Third Addition Landscape Plan – Attachment K).

- **Lot 2, FG 80 Holdings Third Addition**

  A total of 14.8 tree factors are required for the development, and 15 are provided (see Lot 2, FG 80 Holdings Third Addition Landscape Plan – Attachment L).

- **Lot 3, FG 80 Holdings Third Addition**

  A total of 26.4 tree factors are required for the development, and 26.5 are provided (see Lot 3, FG 80 Holdings Third Addition Landscape Plan – Attachment M).

- **Lot 4, FG 80 Holdings First Addition**

  A total of 13 tree factors are required for the development and 13 are provided (see Lot 4, FG 80 Holdings First Addition Landscape Plan – Attachment N).

Elevations

The developments are not located in an overlay district requiring specific design criteria, but the building façade matches the theme of surrounding development and the golf complex (see Lots 2 and 3 of FG 80 Holdings Third Addition Building Elevation – Attachment O and Lot 4 of FG 80 Holdings First Addition Building Elevation – Attachment P).

Staff Recommendation

Staff recommends approval of Case No. **22-072** – Site Development Plan for Lot 1 of FG 80 Holdings Third Addition subject to the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Staff recommends approval of Case No. **22-073** – Site Development Plan for Lot 2 of FG 80 Holdings Third Addition with the following condition:

1. Board of Adjustment Special Use Permit approval for any outdoor alcohol service on the patio.

Staff recommends approval of Case No. **22-074** – Site Development Plan for Lot 3 of FG 80 Holdings Third Addition with the following conditions:

1. Board of Adjustment Special Use Permit approval for any outdoor alcohol service on the patios.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Staff recommends approval of Case No. **22-084** – Site Development Plan for Lot 4 of FG 80 Holdings First Addition with the following conditions:

1. A service sidewalk be installed providing pedestrian access to the building on Lot 1 of FG 80 Holdings Third Addition and the parking lot on Lot 4 of FG 80 Holdings First Addition.
2. Interior pedestrian service walks be provided connecting adjacent developments where appropriate.

Respectfully submitted,

Taylor Beswick
City Planner

November 29, 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 5221 Competition Drive, submitted by Joel Jackson. (Case 22-084)

Honorable Mayor and Members of the City Council:

On November 16, 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

Site Development Plan

7. Case 22-072; Proposed Lot 1, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

8. Case 22-073; Proposed Lot 2, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

9. Case 22-074; Proposed Lot 3, FG 80 Holdings Third Addition, submitted by Kevin Koellner/Focus Real Estate Development.

10. Case 22-084; 5221 Competition Drive, submitted by Joel Jackson.

Beswick reviewed the staff report. Hunt commented that the development would be a good place to add electric vehicle charging spaces.

A brief discussion was held regarding the protocol for pedestrians to navigate the roundabouts that are going to be built. Wennlund commented that it will be important to educate the public about their use.

On motion by Kappeler, seconded by Gannaway, that the site development plan (Case 22-072) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Kappeler, seconded by Gannaway, that the site development plan (Case 22-073) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Kappeler, that the site development plan (Case 22-074) be approved subject to staff recommendations.

ALL AYES

Motion carried.

On motion by Gannaway, seconded by Kappeler, that the site development plan (Case 22-084) be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: December 5/6, 2022

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving a site development plan for 2564 Middle Road, submitted by Switch Homes of Dubuque. (Case 22-087)

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

Switch Homes of Dubuque has submitted a site development plan for 2564 Middle Road (Lot 2, Ewing Bettendorf First Addition)(see Aerial Map and Final Plat – Attachments A and B). Access is provided by an easement through the Northwest Bank property and a second access from Happy Joe Drive. A previous site development plan approved for this location in 2020 showed a building that was originally proposed as a senior, multi-family housing complex (see Previous Site Development Plan - Attachment C). The newly-proposed site development plan for Lot 2 shows 9 townhouse buildings with a total of 30 3-story townhouse units (see Site Development Plan and Elevations - Attachments D and E). The 5 tree factor count requirement of the Landscape Ordinance has been met. The Community Commercial future land use designation permits C-2, Community Commercial District zoning (see Zoning Map and Future Land Use Map - Attachments F and G). Townhouses are a permitted use in the C-2 district.

This project supports Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods

The Planning and Zoning Commission made a recommendation for approval of the site development plan by a 6-0 margin at the November 16, 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) Final Plat; (C) Previous Site Development Plan; (D) Site Development Plan; (E) Elevations; (F) Staff report to the Planning and Zoning Commission; (G) Planning and Zoning Commission report to the Mayor and City Council; (H) Excerpts from the Planning and Zoning Commission meeting minutes regarding this matter

RESOLUTION NO. _____ - 22

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR
2564 MIDDLE ROAD
LOT 2, EWING BETTENDORF FIRST ADDITION

WHEREAS, Switch Homes of Dubuque has submitted a site development plan for 2564 Middle Road (Lot 2, Ewing Bettendorf First Addition), and

WHEREAS, the Planning and Zoning Commission has reviewed said site development plan and recommended approval of it, and

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

WHEREAS, approval of the site development plan 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 a site development plan for 2564 Middle Road subject to the following conditions:

1. No planting of trees is permitted in easement areas.
2. Because no access to public right-of-way is available, future platting of individual lots will not be allowed.
3. No city services will be provided. Trash pickup, snow removal, and maintenance of private streets will be by owner.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

ATTACHMENT A



EWING BETTENDORF FIRST ADDITION

FINAL PLAT

ATTACHMENT B

Doc ID: 022361760012 Type: PLA
Recorded: 05/29/2020 at 04:14:08 PM
Fee Amt: $62.00 Page 1 of 12
Scott County Iowa
Rita A. Vargas Recorder
File 2020-00015150

AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

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

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

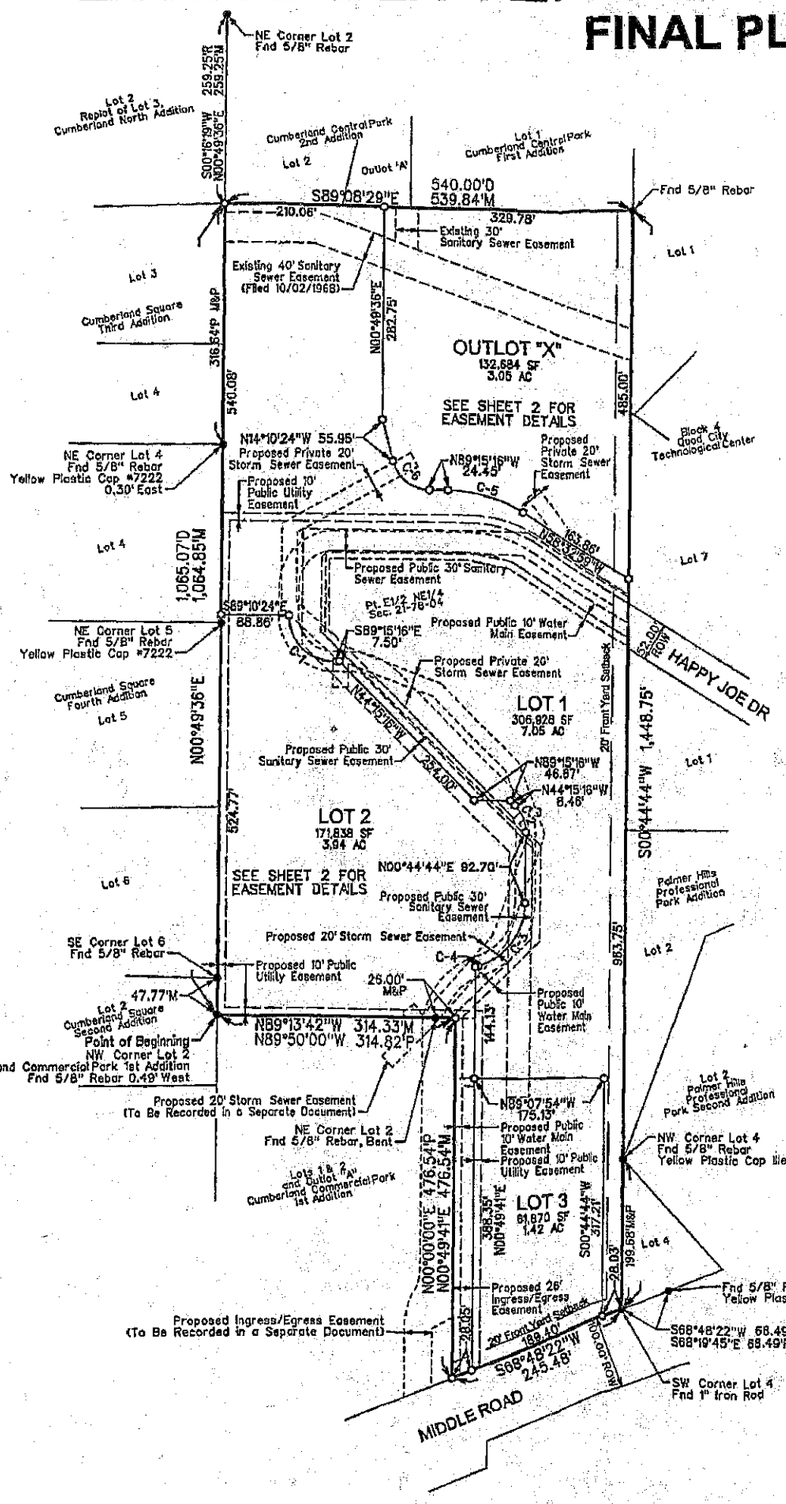
SURVEY LOCATED:
SECTION 21-78-4
E 1/2 NE 1/4

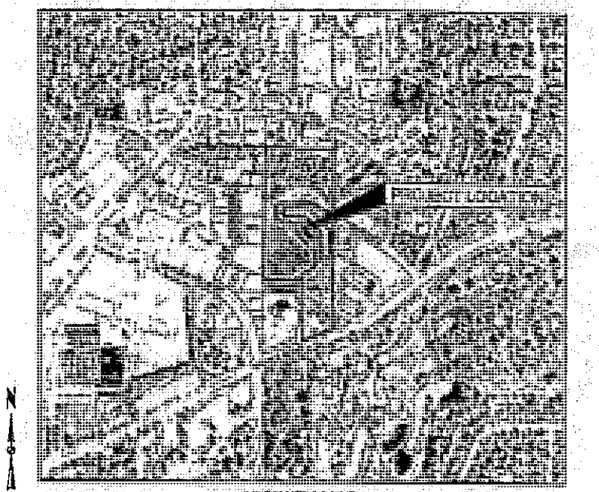
REQUESTED BY:
EWING DEVELOPMENT

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

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	⊠
ROW Roll		
Control Point	⊙CP	
Bench Mark	⊕	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/16 Section Line		
Easement Line		





VICINITY MAP
1"=200'

PLAT DESCRIPTION

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

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

DATE OF SURVEY

SEPTEMBER 4, 2019

ZONING

C-2 COMMUNITY COMMERCIAL DISTRICT

OWNER/DEVELOPER

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

BULK REGULATIONS

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

ACRES

15.46 ACRES

BASIS OF BEARING

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

NOTES

1. BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMARY AND SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, ELECTRIC TRANSFORMERS, PRIMARY CABLES, GAS SERVICE, WATER SERVICE, SEWER LATERAL, TELEPHONE SERVICE AND CABLE T.V. SERVICE TO INDIVIDUAL STRUCTURES AND STREET LIGHTS.
2. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS OF THE CITY OF BETTENDORF, IOWA.
3. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF THE CITY COUNCIL APPROVAL. IN CASE OF CONFLICT BETWEEN LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.
4. LOT 1 AND LOT 3 ACCESS SHALL ONLY BE THROUGH THE DRIVEWAY ON LOT 2 OR THE NORTHWEST BANK SITE (LOT 1, CUMBERLAND COMMERCIAL PARK FIRST ADDITION). NO ACCESS TO MIDDLE ROAD WILL BE ALLOWED.
5. THE MAINTENANCE OF OUTLOT "X" AND DETENTION BASIN SHALL BE SHARED BETWEEN LOTS 1 AND 2.
6. PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP, HOWEVER, THE CITY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

0 100
FEET

CURVE TABLE

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

CENTURY LINK
BY [signature]
DATE 4 30 2020

MID AMERICAN ENERGY COMPANY
BY [signature]
DATE 4-30-2020

IOWA-AMERICAN WATER CO.
BY [signature]
DATE 4-30-2020

MEDIACOM
BY [signature]
DATE 4-30-20

PLAN & ZONE COMMISSION
BY [signature]
DATE 5-5-2020

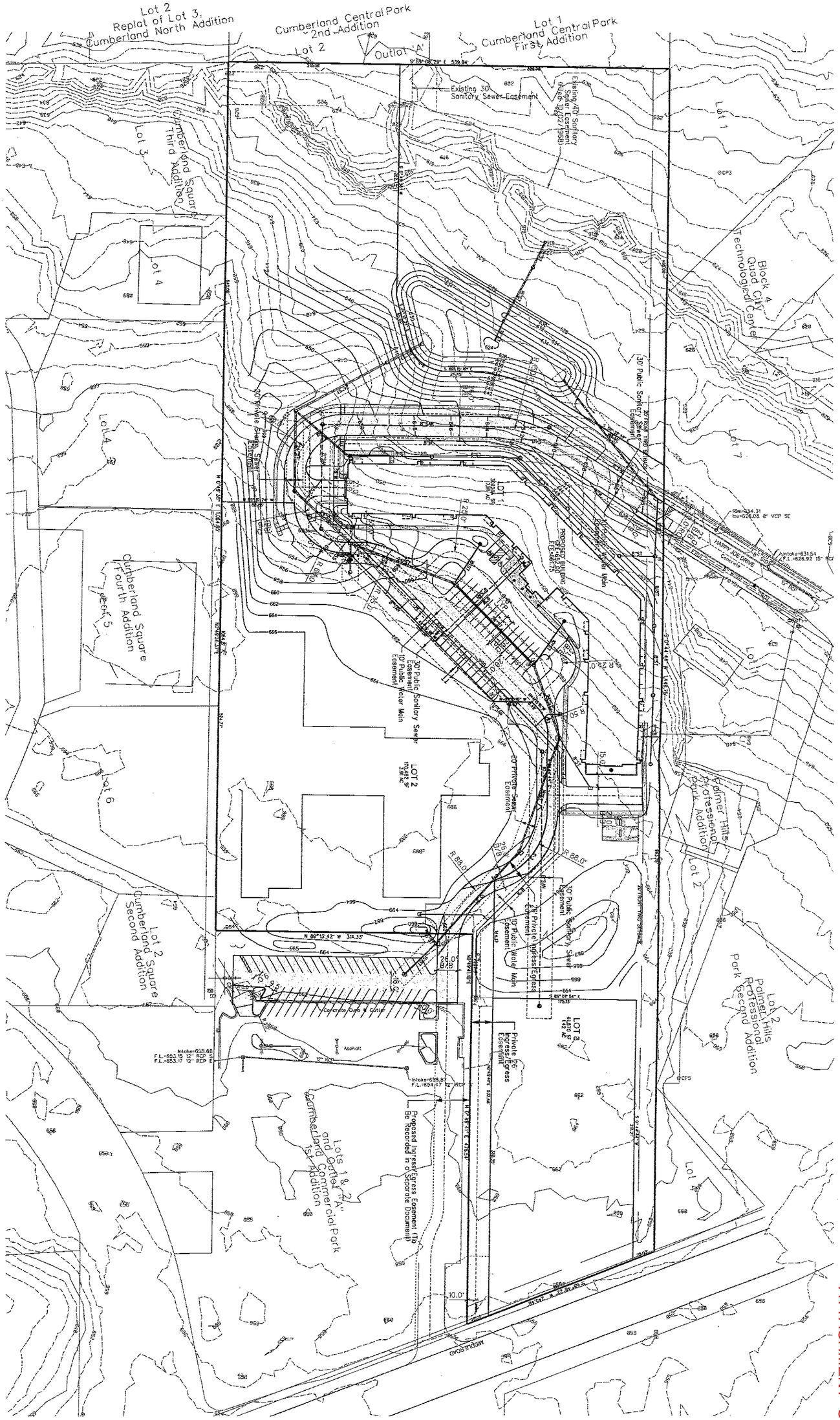
CITY OF BETTENDORF, IOWA
BY [signature]
ATTEST [signature]
DATE 5-5-20

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

ERIN D. GRIFFIN
LICENSED PROFESSIONAL LAND SURVEYOR
19710
IOWA

[signature] 4/9/20
Erin D. Griffin, P.L.S. Date
License Number 19710
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal:
Sheets 1 & 2 of 2

File Number: 2020-0



ATTACHMENT C

8	ADDENDUM 1	2/26/2020	LMW
7	REVISED AS PER CITY	2/25/2020	RMM
6	REVISED FIRE HYDRANTS	2/19/2020	JAL
5	REVISED LANDSCAPING	1/30/2020	LMW
MARK	REVISED PER GRADING UDATES	DATE	BY

Engineer: LBM | Checked By: JAL | Scale: 1"= 50'
Technician: RMM | Date: 09/27/19 | Field Bk: | Pg:
Project No: 1190191 | Sheet 3 of 7

VINTAGE COOPERATIVE OF BETTENDORF

SITE PLAN

BETTENDORF, IA

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

Sheet 3 of 7
Project No: 1190191

RESOLUTION NO. 142 - 20

RESOLUTION APPROVING A SITE DEVELOPMENT PLAN FOR 2528 MIDDLE ROAD

WHEREAS, Ewing Development has submitted a site development plan for 2528 Middle Road, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the site development plan for 2528 Middle Road subject to the following conditions:

1. Approval of the site development plan does not waive any applicable city, state, or federal provisions as required by law.
2. All private drives shall be owned and maintained by the owners of the complex.
3. The City Engineer must approve storm water quality designs prior to issuance of building permits.

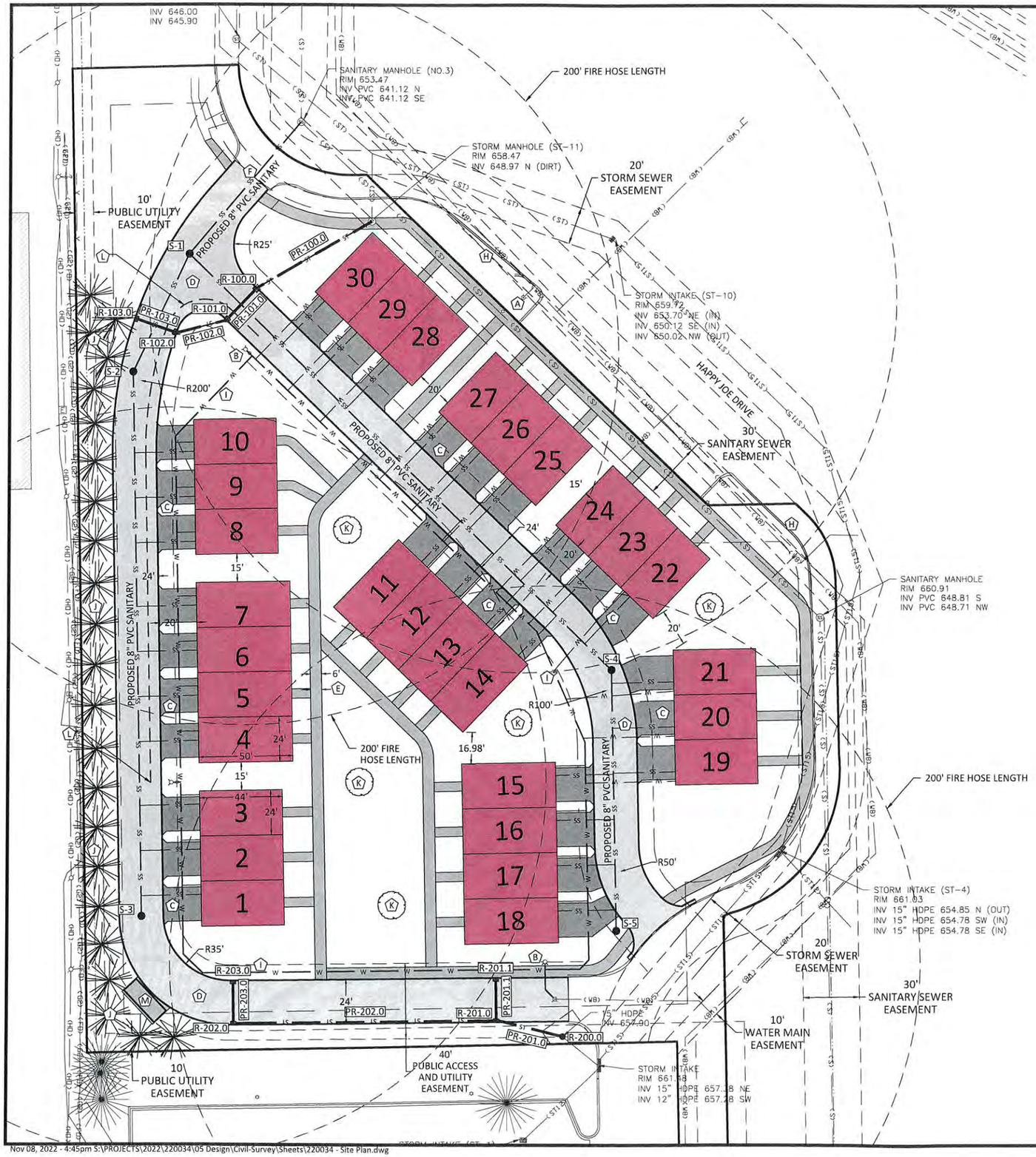
PASSED, APPROVED, AND ADOPTED this 7th day of April, 2020.

Robert S. Gallagher, Mayor

ATTEST:

Decker P. Ploehn, City Clerk

ATTACHMENT D



SITE & UTILITY KEYNOTES:

- (A) EXISTING FIRE HYDRANT
- (B) PROPOSED FIRE HYDRANT ASSEMBLY. SEE DETAIL #5, SHEET C5.00.
- (C) PROPOSED STANDARD DUTY PAVEMENT. SEE DETAIL #1, SHEET C5.00.
- (D) PROPOSED HEAVY DUTY PAVEMENT. SEE DETAIL #2, SHEET C5.00.
- (E) PROPOSED STANDARD 4" SIDEWALK. SEE DETAIL #3, SHEET C5.00.
- (F) PROPOSED SUDAS CONCRETE DRIVEWAY, TYPE A WITH RADIUS SUDAS 7030.101
- (G) PROPOSED LIGHTING FIXTURE. SEE LIGHTING SITE PLAN E1.00.
- (H) PROPOSED CURB AND GUTTER TO MATCH EXISTING ROADWAY AT REMOVED DRIVE APPROACH.
- (I) PROPOSED 6" PVC WATER MAIN.
- (J) PROPOSED TREES FOR SCREENING.
- (K) PROPOSED OVERSTORY DECIDUOUS TREE.
- (L) 306' TRAVEL DISTANCE HYDRANT TO HYDRANT.
- (M) PROPOSED DOUBLE WIDE DUMPSTER ENCLOSURE. SEE DETAILS 1 & 2 ON SHEET C5.10.

STORM SEWER STRUCTURES

STRUCTURE ID	TYPE	RIM / FG	INFLOW PIPE IE	OUTFLOW PIPE IE
100.0	SW-501	659.24	18" IE: 649.89 SW	18" IE: 649.79 NE
101.0	SW-501	659.24	18" IE: 650.21 W	18" IE: 650.11 NE
102.0	SW-501	659.14	18" IE: 650.60 W	18" IE: 650.50 E
103.0	SW-501	659.14		18" IE: 650.82 E
200.0	DRAIN	659.70	18" IE: 657.90 W	
201.0	SW-501	662.66	18" IE: 658.14 W 18" IE: 658.14 N	18" IE: 658.04 E
201.1	SW-501	662.66		18" IE: 658.36 S
202.0	SW-501	664.53	18" IE: 659.64 N	18" IE: 659.54 E
203.0	SW-501	664.53		18" IE: 659.86 S

STORM SEWER PIPE TABLE

PIPE ID	STRUCTURE US	STRUCTURE DS	INVERT US	INVERT DS	LENGTH (FEET)	SLOPE	SIZE (IN)	MATERIAL
100.0	100.0	999.9	649.79	649.07	72	1.00%	18	Concrete Pipe
101.0	101.0	100.0	650.11	649.89	22	1.00%	18	Concrete Pipe
102.0	102.0	101.0	650.50	650.21	29	1.00%	18	Concrete Pipe
103.0	103.0	102.0	650.82	650.60	23	1.00%	18	Concrete Pipe
201.0	201.0	200.0	658.04	657.90	37	0.40%	18	Concrete Pipe
201.1	201.1	201.0	658.36	658.14	23	1.00%	18	Concrete Pipe
202.0	202.0	201.0	659.54	658.14	141	1.00%	18	Concrete Pipe
203.0	203.0	202.0	659.86	659.64	23	1.00%	18	Concrete Pipe

SANITARY SEWER STRUCTURES

STRUCTURE ID	TYPE	RIM	INFLOW PIPE IE	OUTFLOW PIPE IE	DEPTH
S-1	SW-301	656.83	8" IE: 643.26 SE 8" IE: 645.06 SW	8" IE: 643.06 NE	13.77
S-2	SW-301	660.86	8" IE: 649.96 S	8" IE: 647.96 NE	12.90
S-3	SW-301	665.76		8" IE: 655.76 N	10.00
S-4	SW-301	665.54	8" IE: 651.61 S	8" IE: 651.41 NW	14.13
S-5	SW-301	663.45		8" IE: 653.10 N	10.35

SANITARY SEWER PIPE TABLE

PIPE ID	STRUCTURE US	STRUCTURE DS	INVERT US	INVERT DS	LENGTH (FEET)	SLOPE	SIZE (IN)	MATERIAL
S-1	S-1	Z EXISTING	643.06	641.22	93	2.00%	8	PVC Pipe
S-2	S-2	S-1	647.96	645.06	70	4.17%	8	PVC Pipe
S-3	S-3	S-2	655.76	649.96	291	2.00%	8	PVC Pipe
S-4	S-4	S-1	651.41	643.26	317	2.57%	8	PVC Pipe
S-5	S-5	S-4	653.10	651.61	139	1.08%	8	PVC Pipe

NOT FOR CONSTRUCTION

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

0 15 30

DRAWING LOG

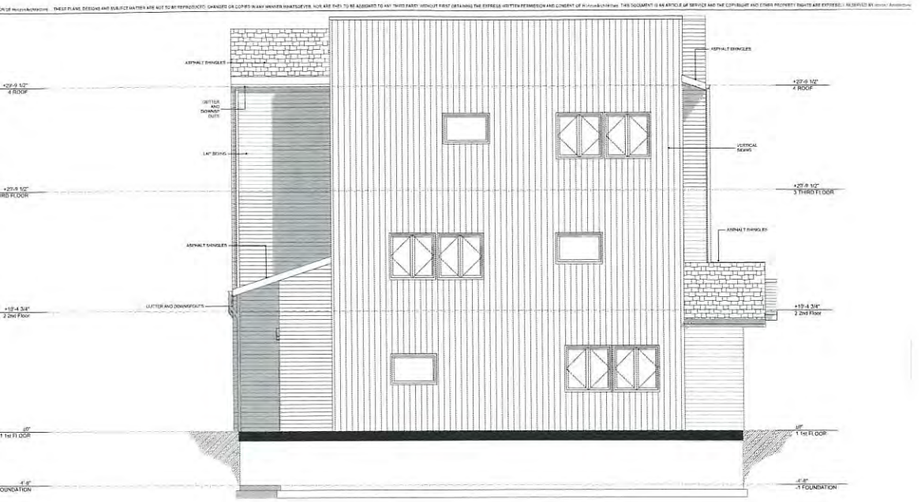
REV	DESCRIPTION OF CHANGES	DATE
1	INTERNAL REVIEW	09-08-2022

PROJECT NAME: SWITCH TOWNHOMES
BETTENDORF, IA 52722
CLIENT NAME:

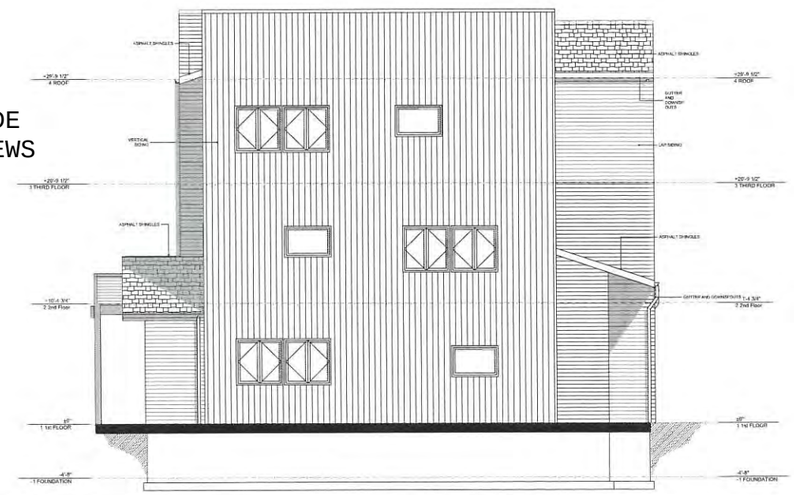
SHEET NAME: OVERALL SITE PLAN & UTILITY PLAN
PROJECT NO.: 22-0034
DESIGN PROFESSIONAL:
SHEET NUMBER: C2.00

ATTACHMENT E

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SIDE VIEWS





1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 BACK ELEVATION
SCALE: 1/4" = 1'-0"

BIMcloud: horizonarchitecture - BIMcloud as a Service/SwitchHomesMiddleRoadTownhomes

CONSTRUCTION DOCUMENTS - 99% SET NOT FOR CONSTRUCTION

SWITCH HOMES

AXIOM CONSULTANTS
60 EAST COURT STREET, IOWA CITY, IA 52240

horizon. original. architecture.

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE

ENGINEER

ARCHITECT

DESIGN PROFESSIONAL: HORIZON ARCHITECTURE

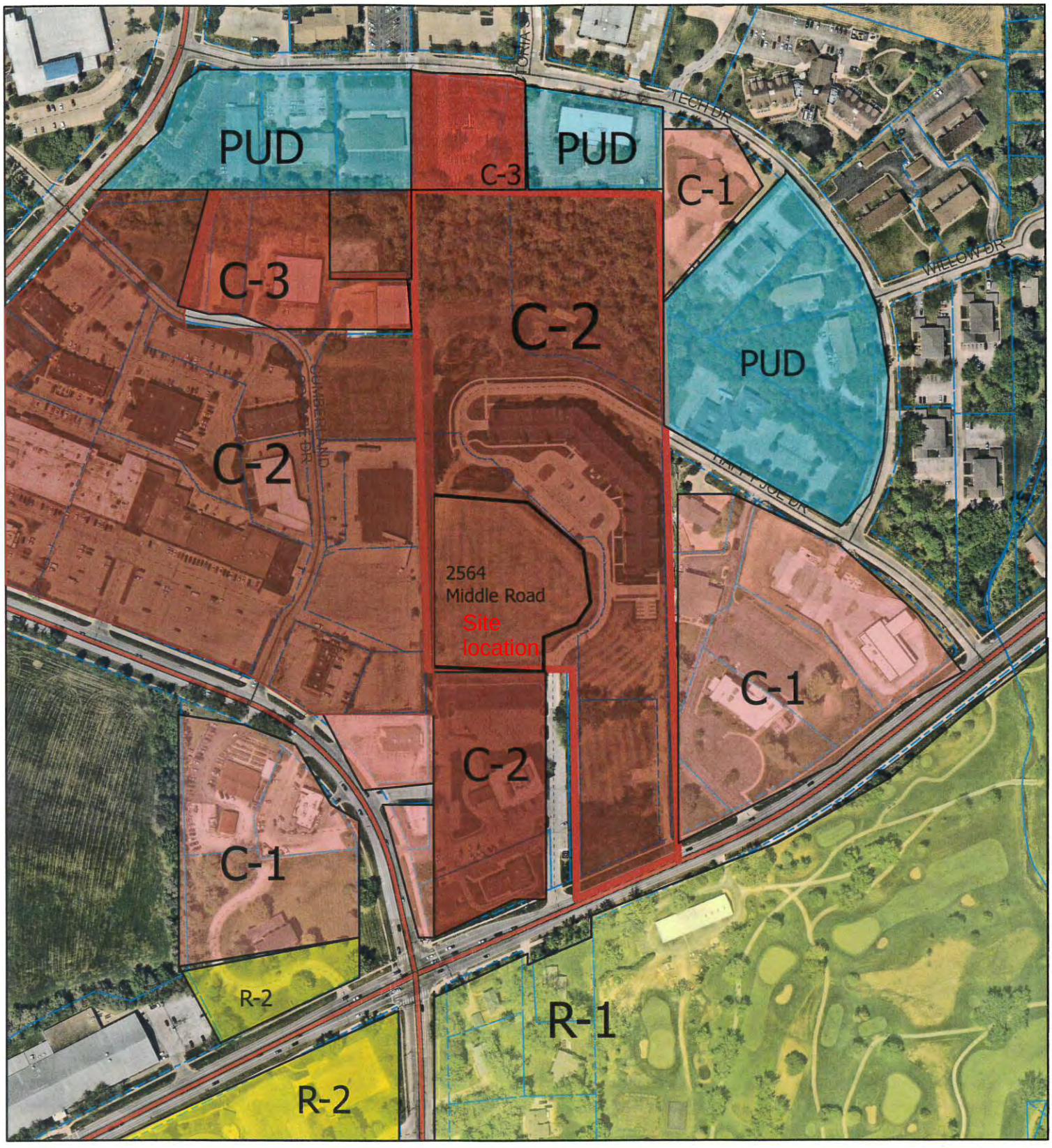
CLIENT NAME: SWITCH DEVELOPMENT

PROJECT NO: 22-005

PROJECT TITLE: TOWN HOMES MIDDLE ROAD

SHEET NAME: FRONT & BACK ELEVATIONS

SHEET NUMBER: A-201



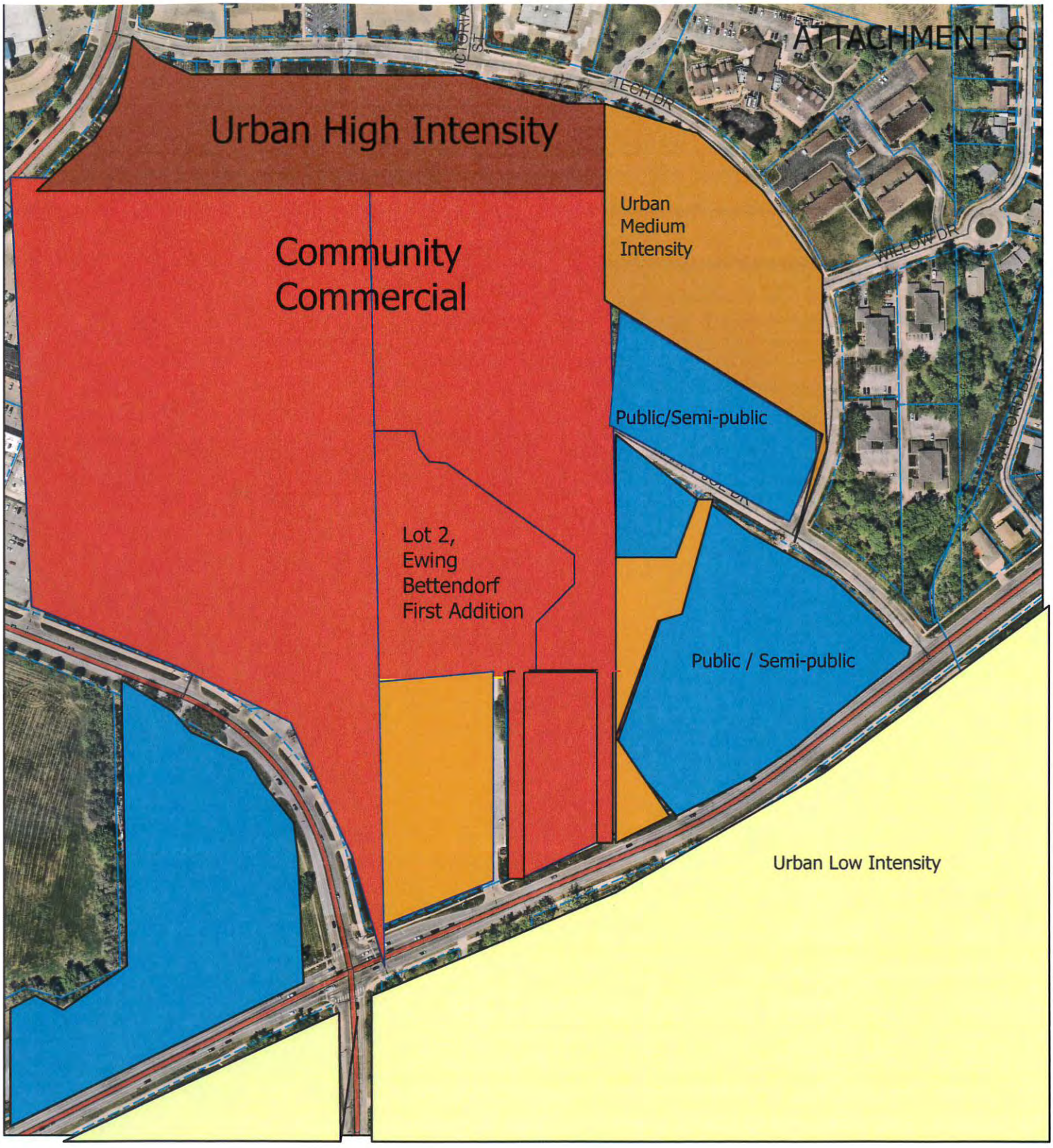
By Class

RDCLASS

- Alleyway/Access Road
- Bike Trail
- County Route
- Driveway
- Interstate
- Local road in unincorporated area
- Local road within incorporated area or Park View
- Major road
- Pedestrian trail/walkway
- Ramp
- State Highway
- US Highway
- <all other values>
- City Limits
- Property Lines
- Creeks
- Ponds and Lakes

N

0 0.03 0.05 0.1 Miles


ATTACHMENT G
Urban High Intensity
Community Commercial
Urban Medium Intensity
Public/Semi-public
Lot 2, Ewing Bettendorf First Addition
Public / Semi-public
Urban Low Intensity
TECH DR
WILLOW DR
By Class
RDCLASS
Alleyway/Access Road
Bike Trail
County Route
Driveway
Interstate
Local road in unincorporated area
Local road within incorporated area or Park View
Major road
Pedestrian trail/walkway
Ramp
State Highway
US Highway
<all other values>
City Limits
Property Lines
Creeks
Ponds and Lakes
N
0 0.010.03 0.06 Miles

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

November 16, 2022

Staff Report

Case No. 22-087
Location: 2564 Middle Road – Site Development Plan
Subdivision Name: Lot 2**,** Ewing Bettendorf First Addition
Applicant: Switch Homes of Dubuque
Current Zoning Classification: C-2, Community Commercial
Current Land Use Designation: Community Commercial

Background Information and Facts
Switch Homes of Dubuque has submitted a site development plan for 2564 Middle Road (Lot 2, Ewing Bettendorf First Addition)(see Aerial Photo and Final Plat – Attachments A and B). Access is provided by an easement through the Northwest Bank property, and a second access from Happy Joe Drive. A previous site development plan approved for this location in 2020 showed a building that was originally proposed as a senior, multi-family housing complex (see Previous Site Development Plan - Attachment C). The newly-proposed site development plan for Lot 2 shows 9 townhouse buildings, All 31 townhouse units are 3 stories in height (see Site Development Plan and Elevations - Attachments D and E). The landscape plan met the 5 tree factor count requirements of the Landscape Ordinance (see Site Development Plan - Attachment E).

Future Land Use and Comprehensive Plan
The Community Commercial future land use designation permits C-2, Community Commercial District zoning (see Zoning Map and Future Land Use Map, Attachments F and G). Townhouses are a permitted use in the C-2 district. This project supports Comprehensive Plan Goal D: Provide Housing Options and Reinvest in Existing Neighborhoods.

Utilities

Utilities are available along Middle Road and from Happy Joe Drive. Water and electrical service will originate along Middle Road. Sanitary sewer is available for connection from the north. Lot 2 already has the necessary utilities to support the townhouse structures. It is the responsibility of the property owner to connect to all utilities.

Thoroughfare Plan/Access

The site has two means of access. One is from the north via Happy Joe Drive and the other is from the south via Middle Road. The access from Middle Road is through the Northwest Bank property by way of an existing access easement. The City and the original developers have an agreement in which a traffic study will be completed within three (3) years of full buildout to determine if any additional traffic control or other public improvements are necessary based upon the operational efficiency of the Middle Road intersection.

Storm Water Detention

Storm water detention is required and has previously been provided within Outlot X.

Recommended Action

Staff recommends the Planning and Zoning Commission recommend approval of the site development plan subject to the following conditions:

1. No planting of trees is permitted in easement areas.
2. Because no access to public right-of-way is available, future platting of individual lots will not be allowed.
3. No city services will be provided. Trash pickup, snow removal, and maintenance of private streets will be by owner.

Respectfully submitted,

Greg Beck
City Planner

November 29, 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 2564 Middle Road, submitted by Switch Homes of Dubuque. (Case 22-087)

Honorable Mayor and Members of the City Council:

On November 16, 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

Site Development Plan

12. Case 22-087; 2564 Middle Road, submitted by Switch Homes of Dubuque.

Beck reviewed the staff report. Hunt reviewed the memo detailing the official response to questions that had been received from residents of Vintage Cooperative and entered it into the record.

Wennlund asked for clarification of the details of the shared cost agreement related to any traffic infrastructure that may be required. Curran explained that there are three parties to the agreement and that the financial obligations are divided. He stated that the city is responsible for 50 percent of the total, adding that the original developer is responsible for 37.5 percent and with Northwest Bank contributing 12.5 percent of the remaining half.

Darrell Paul, 2592 Middle Road, asked if staff has any concerns regarding the shared retention pond on Lot 2 given that there is no fence surrounding it. Morlok explained that there is no code requirement for fencing around detention basins. Paul asked if there would be an on-site property manager to address any issues that may arise. He requested that the light pole that is being moved could be relocated closer to the garage building for the cooperative.

Barbara Paul, 2592 Middle Road, asked if the proposed townhouses would be federally subsidized, how much the rent would be, and if the access drives could be reconfigured so that it was closer to their garage building.

Brian Boelk, representing the developer, explained that the townhomes will be market rate and would not be subsidized or affordable housing. He stated that the development will be professionally managed by a local facilities maintenance team but that he is unsure whether or not they would be on-site. He indicated that there have been no discussions with regarding to fencing of the shared detention basin. Boelk stated that he does not believe that relocating the light pole to the preferred location will be an issue. He explained that each unit will have a 2-car garage with enough driveway space to accommodate an additional 2 vehicles. He commented that the 24-foot width of the private street which will also serve as a fire lane would not be conducive to on-street parking. He stated that additional signage indicating that no parking is allowed could be discussed. He commented that the developer intends to add additional landscaping and possibly some interior greenspace amenities.

Glen Hotchkiss, 2592 Middle Road, asked when the developer plans to break ground. Boelk stated that the plan is to begin construction in late spring of 2023.

Nick Bockenfeld asked if the residents of the cooperative have any say in proposed restrictive covenants for the proposed townhomes. Curran explained that any covenants would be a private contract between the residents and the owner of the townhomes. He added that neither the city nor the cooperative would be party to that.

Kappeler asked if the developer has other properties in the vicinity. Boelk stated that while the developer has been doing more work in the Quad City area, the majority of developments have been in Dubuque and the Iowa City-Cedar Rapids corridor. He stated that the developer is currently building some residential homes but that he is unsure whether there are any townhome developments in the area. Kappeler commented that it might be helpful to have the information available if the developer has a meeting with the cooperative residents.

> On motion by Kappeler, seconded by Gannaway, that the site development plan be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: December 5/6, 2022

REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the preliminary plat of Pearce Subdivision, submitted by Scott Pearce/Blue Water Group. (Case 22-088)

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

Scott Pearce is proposing a 4-lot subdivision named Pearce Subdivision located on undeveloped land north of US-67/State Street and south of Valley Drive (see Aerial Map – Attachment A). The parcel is located in the I-2, General Industrial zoning district and is bordered by industrially-zoned tracts to the east, south, and west and A-2, Rural Single-Family Residence zoned tracts to the north (see Zoning Map – Attachment B). The Future Land Use Map contemplates the development area as Industrial (I) (see Future Land Use Map – Attachment C). This tract of land has been farmed for many years and is also bordered by Pigeon Creek on the northern and eastern property lines. Most of the tract is located in the 1% Special Flood Hazard Area (SFHA) (see Floodplain Map – Attachment D).

The proposed subdivision shows a total of four lots, including one outlot reserved for storm water detention (see Pearce Subdivision Preliminary Plat – Attachment E). A proposed public street is shown to be dedicated with the plat which connects to Valley Drive and aligns with the intersection of Valley View Drive and Valley Drive. The proposed uses for the subdivision include contractor condos, a manufacturing headquarters, and associated materials/storage building (see Blue Water Group Concept Plan – Attachment F).

The Planning and Zoning Commission made a recommendation for approval of the preliminary plat by a 6-0 margin at the November 16, 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) Zoning Map; (C) Future Land Use Map; (D) Floodplain Map; (E) Pearce Subdivision Preliminary Plat; (F) Blue Water Group 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 PEARCE SUBDIVISION

WHEREAS, Scott Pearce/Blue Water Group has submitted the preliminary plat of Pearce Subdivision, 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 Pearce Subdivision subject to the following conditions:

1. Sufficient access easements be shown for Lot 3.
2. Any future developments will require local floodplain development permits.
3. The applicant must apply for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to future site development plans.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

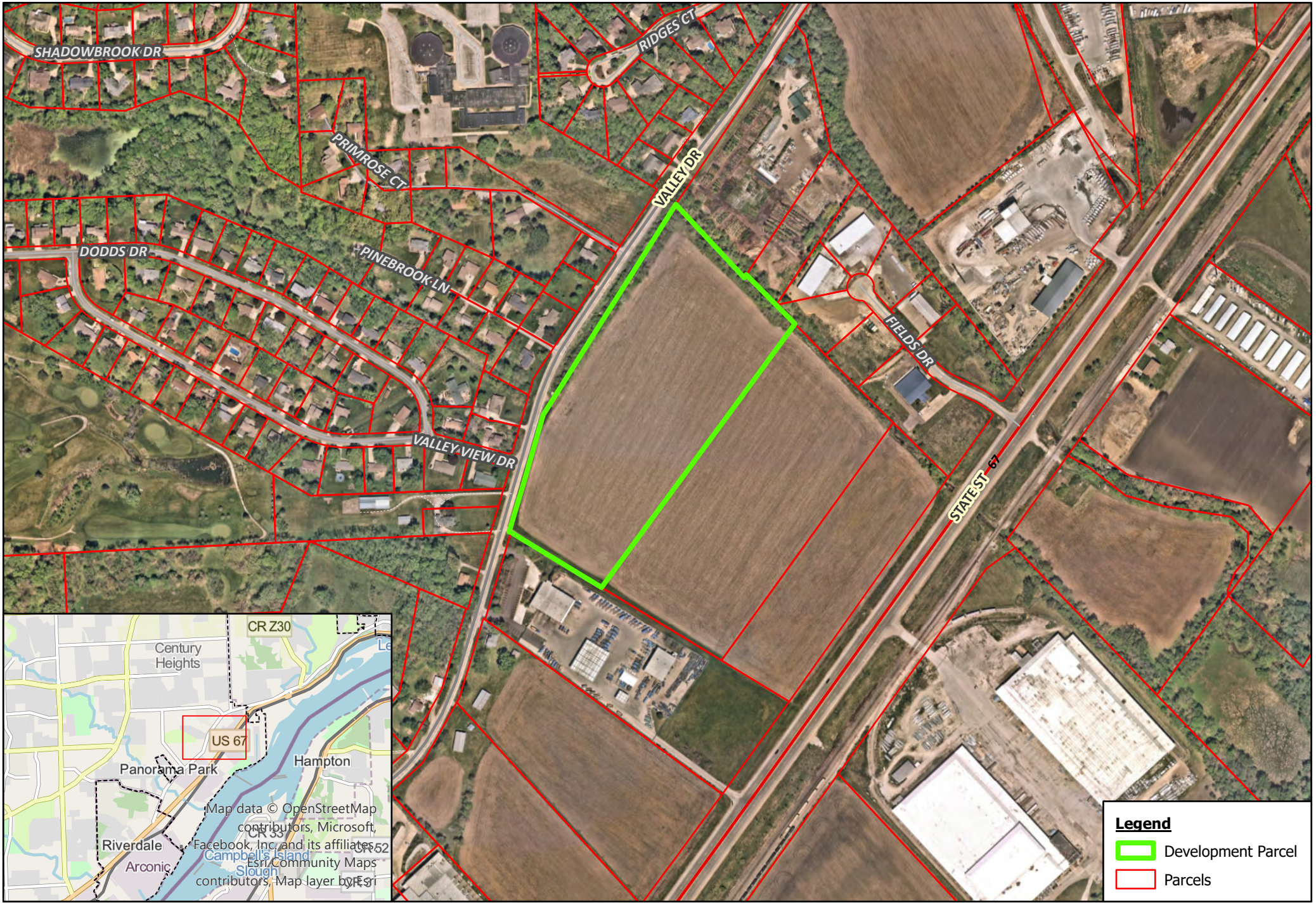
Case 22-088: 6500 Block of Valley Drive
Pearce Subdivision - Preliminary Plat
Aerial Map

ATTACHMENT A

1 Inch = 456 Feet

0 175 350 700 1,050 Feet

N



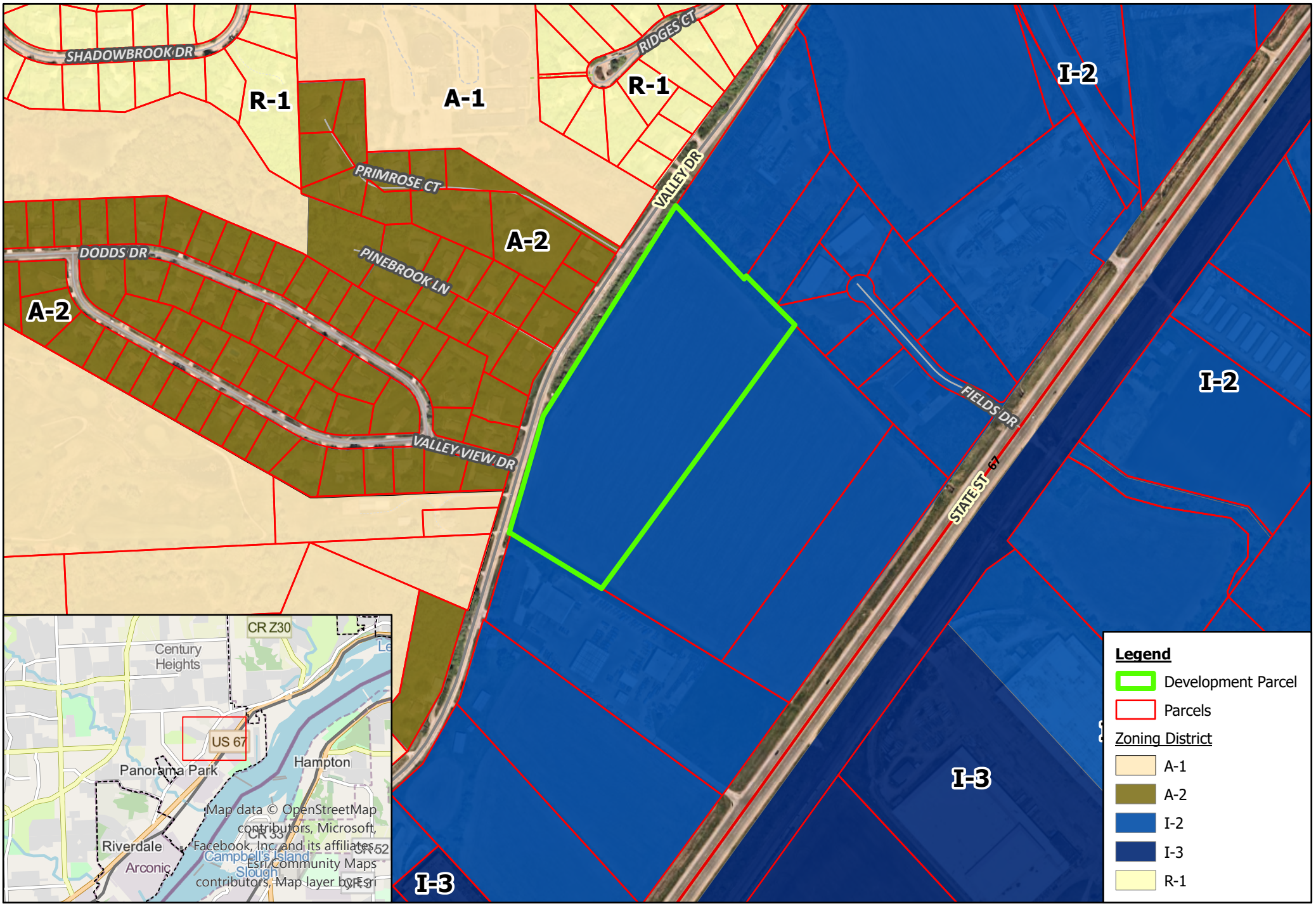
Case 22-088: 6500 Block of Valley Drive
Pearce Subdivision - Preliminary Plat
Zoning Map

ATTACHMENT B

1 Inch = 456 Feet

0 175 350 700 1,050 Feet

N



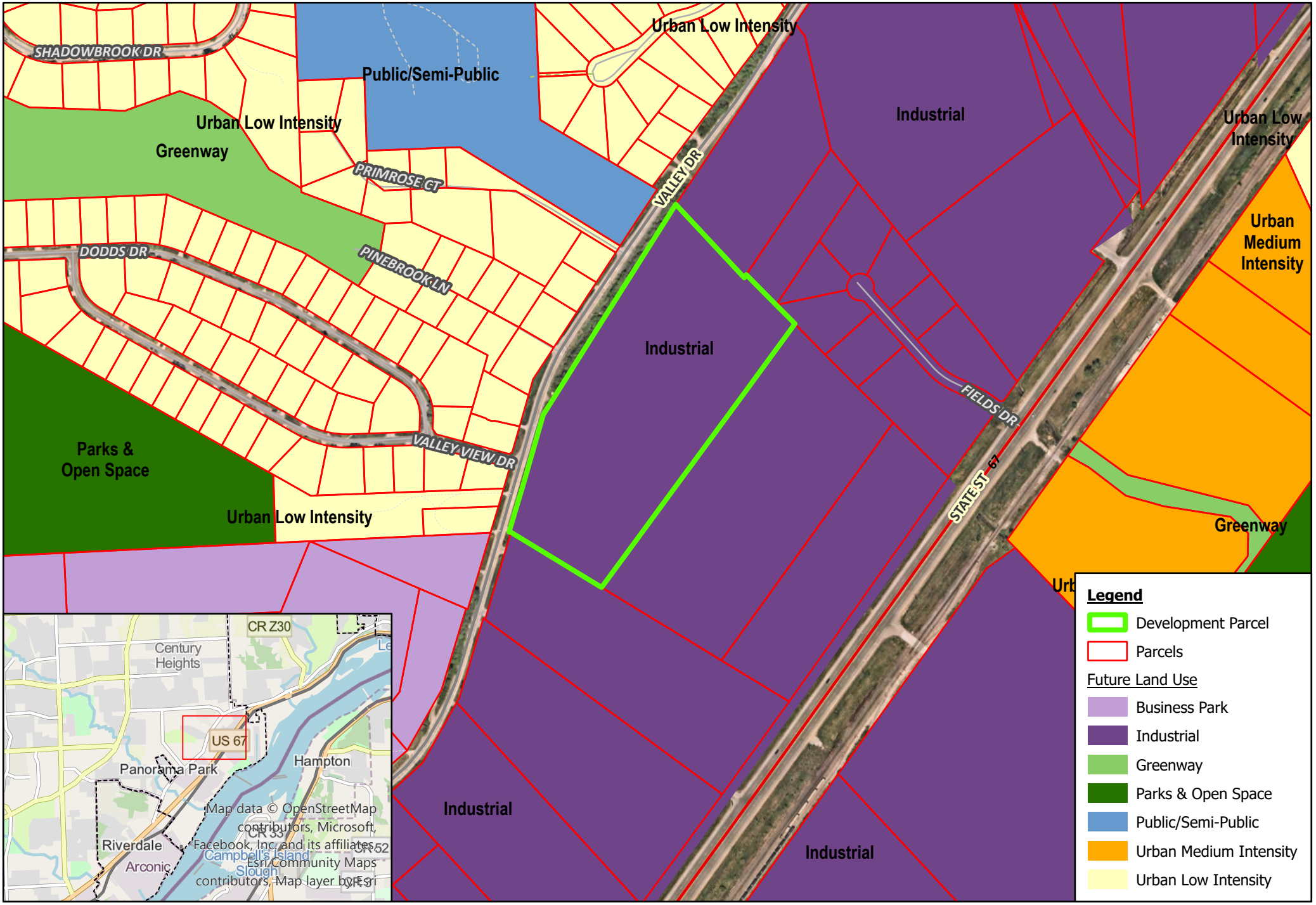
Case 22-075: 6500 Block of Valley Drive
Pearce Subdivision - Preliminary Plat
Future Land Use Map

ATTACHMENT C

N

1 Inch = 456 Feet

0 175 350 700 1,050 Feet



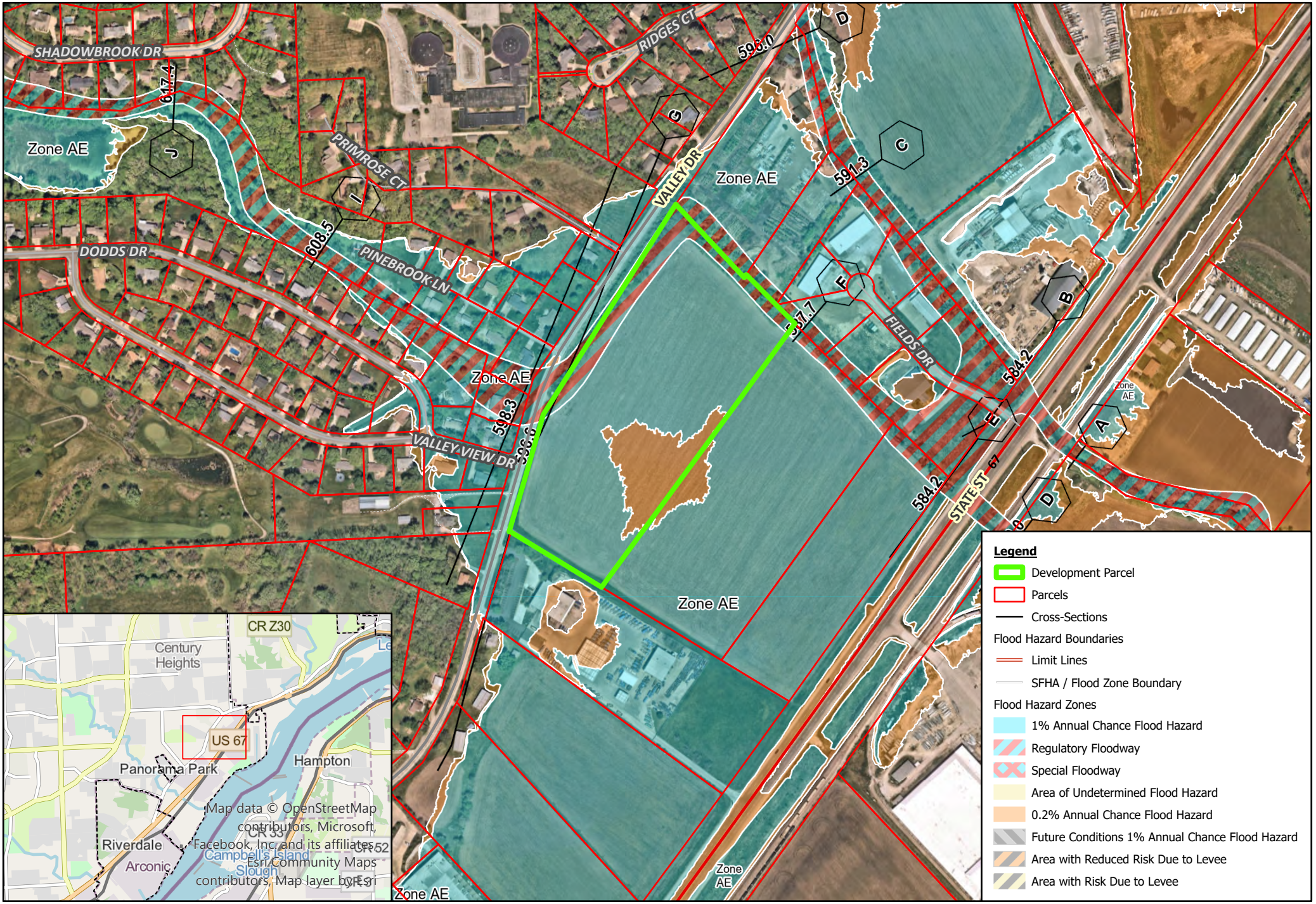
Case 22-075: 6500 Block of Valley Drive
Pearce Subdivision - Preliminary Plat
Floodplain

ATTACHMENT D

1 Inch = 456 Feet

0 175 350 700 1,050 Feet

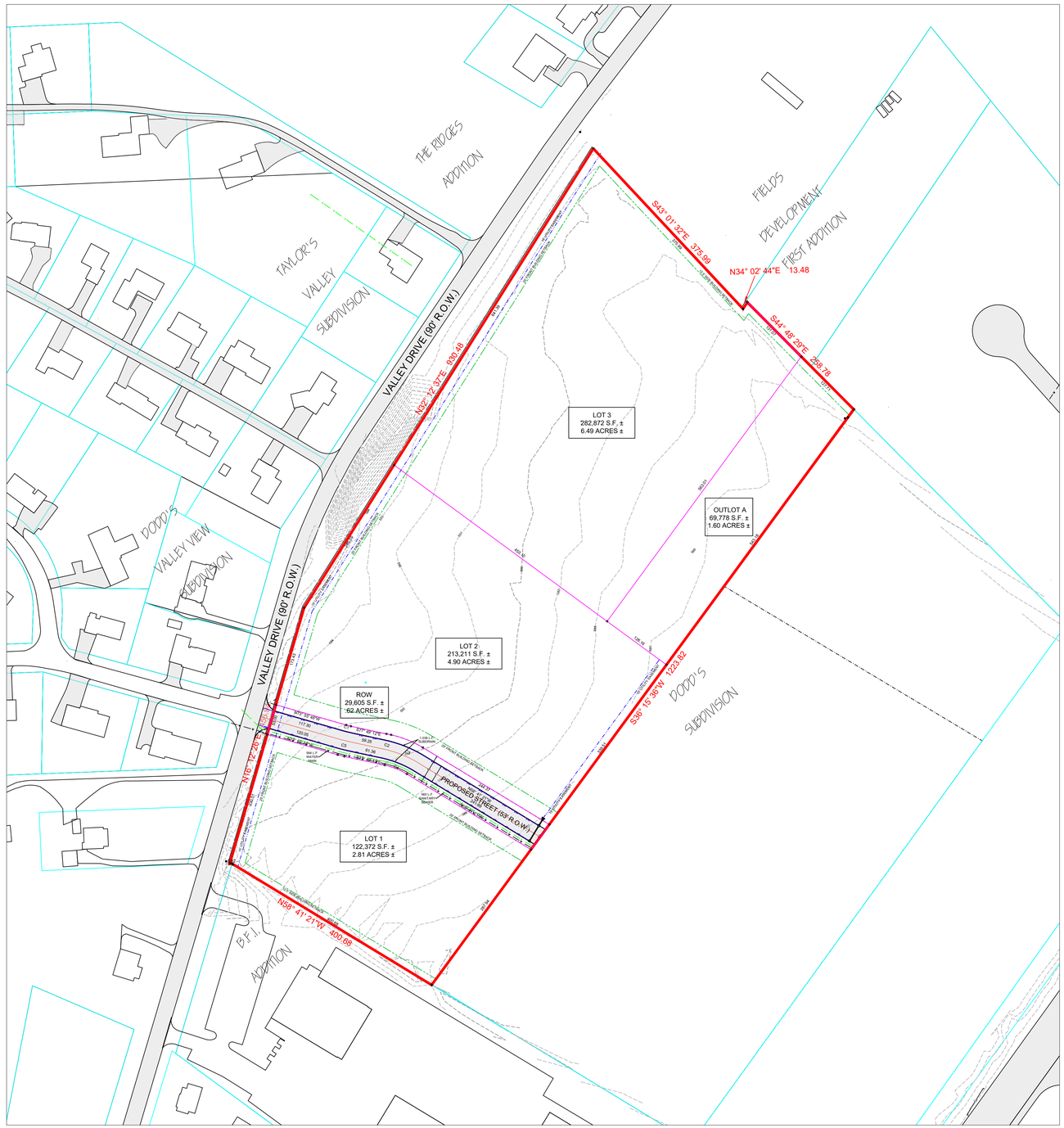
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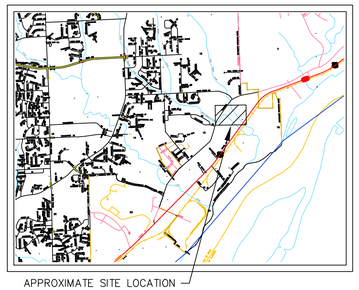
PRELIMINARY PLAT ATTACHMENT E

PEARCE SUBDIVISION

LOT 5 OF DODD'S SUBDIVISION IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA; AND THE NORTHWESTERLY 620 FEET OF LOT 6 OF DODD'S SUBDIVISION IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA.



SITE LOCATION MAP



APPROXIMATE SITE LOCATION

GRAPHIC SCALE

100 0 50 100

(IN FEET)

1" = 100' (24x36)

N
W E
S

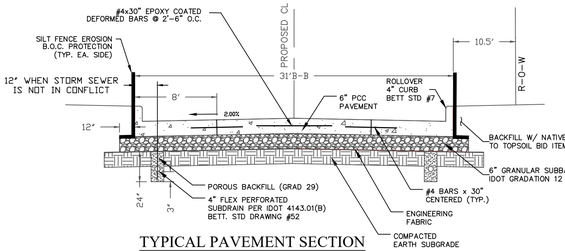
PLAT INFORMATION

1. Owner:
   Blue Water Group
   4545 Ashworth Ct.
   Bettendorf, Iowa 52722
2. Engineer:
   Townsend Engineering
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236
3. Surveyor:
   Michael D. Richmond
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236

AREA OF SUBDIVISION:

GROSS AREA:	16.42
ROW:	0.62
LOTS 1-3:	14.20
OUTLOT A:	1.60

CURRENT ZONING - I-2		
Front	Rear	Side
25'	25'	10', SUM = 25'



TYPICAL PAVEMENT SECTION

NOT TO SCALE

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.

THE SUBDIVISION 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. OUTLOT A WILL BE UTILIZED FOR STORMWATER DETENTION AND SHALL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER.

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 A SITE DEVELOPMENT PLAN TO ENSURE COMPATIBILITY.

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	
EXISTING FENCE	EXISTING TREE	715.00 TC SPOT ELEVATION TOP OF CURB
EXISTING SANITARY	EXISTING BUSH	715.00 FL SPOT ELEVATION FL @ GUTTER
PROPOSED SANITARY	EXISTING MANHOLE	715.00 TW SPOT ELEVATION SIDEWALK
EXISTING STORM SEWER	EXISTING FIRE HYDRANT	715.00 FF FINISHED FLOOR ELEVATION
PROPOSED STORM SEWER	FOUND PROPERTY PIN	
EXISTING WATER	CONTROL POINT	
PROPOSED WATER		
EXISTING GAS LINE		
EXISTING ELECTRIC		

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	14.633	215.500	003.8906	14.63	S75° 52' 29"E
C2	6.982	215.500	001.8563	6.98	N76° 53' 31"W
C3	64.973	215.500	017.2746	64.73	N67° 19' 35"W
C4	61.604	184.500	019.1310	61.32	N68° 15' 17"W
C5	11.883	185.658	003.6672	11.88	S75° 58' 50"E

IOWA LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2017
Pages or sheets covered by this seal: This Sheet

TOWNSEND ENGINEERING
CIVIL · STRUCTURAL · LAND DEVELOPMENT
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DATE: 11/9/2022

DRAWN BY: MDR

CHECKED BY: MDR

DRAWING LOCATION
S:\BLUE WATER GROUP\VALLEY DRIVE\PRELIMINARY PLAT

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
PRELIMINARY PLAT
PEARCE SUBDIVISION
VALLEY DRIVE
BETTENDORF, IOWA 52722

DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

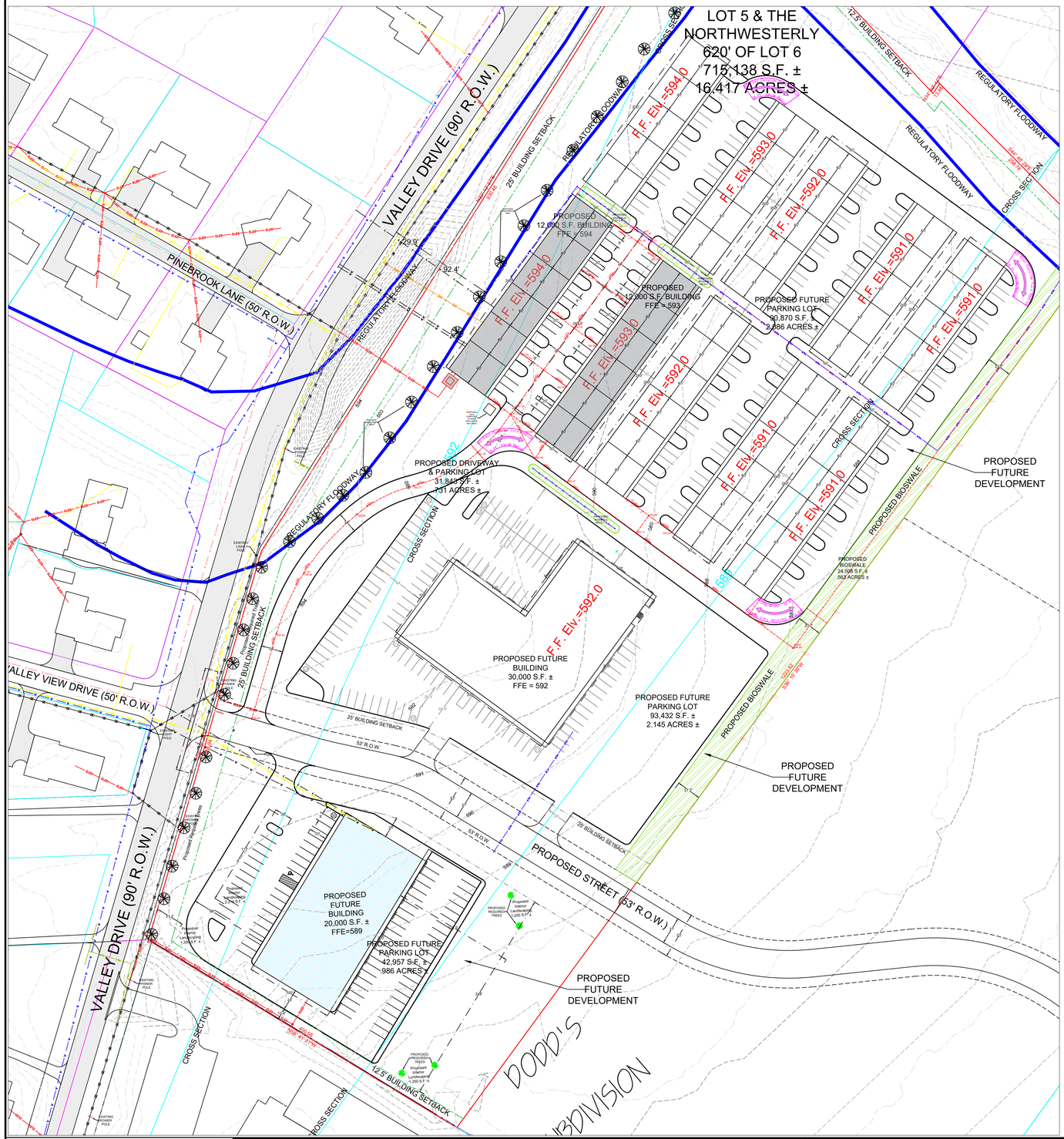
SHEET NO.
C1

ATTACHMENT F

SITE DEVELOPMENT PLAN

BLUE WATER GROUP VALLEY DRIVE

TO THE CITY OF BETTENDORF, IA



I-2 Zoning Requirements

Front Yard Setback: 25' Minimum

Side Yard Setback: 10' Minimum w/ Sum Not Less Than 25'

Rear Yard Setback: 0' Minimum

Parking: Equipment Servicing or Manufacturing
1 Space for Each 2 Employees + 1 for Each Work Vehicle
Total Required Parking Spaces = 33
Total Proposed Parking Spaces = 33

I-2 Landscaping Requirements

1 Tree Factor for Every 700 S.F. of Street-Yard Greenspace

Minimum I-2 Depth (20') x Width of the Lot (1,387') = 27,740 S.F. of Minimum Greenspace
27,740 / 700 = 39.63 (40) Required Street-Yard Tree Factors

Proposed Street-Yard Depth (63') x Width of the Lot (1,387') = 87,381 S.F. of Proposed Street-Yard Greenspace
Bonus Street-Yard Greenspace = 87,381 S.F.

27,740 S.F. / 87,381 S.F. = 32% or 68% Bonus Greenspace
68% / 3% = 23% Tree-Factor Deduction

39.63 x 77% = 30.52 (31) Required Street-Yard Tree Factors

7% of Interior Area of Large Parking Lots
Must Be Greenspace
40,544 x .07 = 2,839 S.F. of Required Parking-Lot Greenspace

1 Tree Factor for Every 500 S.F. of Parking-Lot Greenspace

2,839 / 500 = 5.68 (6) Required Parking-Lot Tree Factors

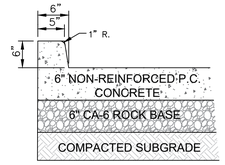
LANDSCAPING NOTES

Minimum Street Yard Greenspace requirements:
Total Required Tree Factors = 36

Valley Drive = 31 Tree Factors
Vehicular Use Area = 5 Tree Factors

(Qty. = 36) Deciduous Overstory Tree \ 2-inch caliper and 22-inch ball or pot 1.0

Deciduous Overstory Tree. A shade-producing woody plant having a mature height and spread of at least 30 feet with one well-defined trunk and no branches at or near the base.	Deciduous overstory 2-inch caliper and 22-inch ball or pot 1.0 4-inch caliper and 40-inch ball or pot 2.0



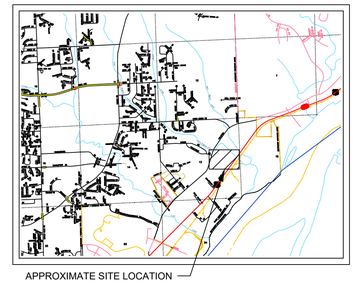
TYPICAL PCC PAVING DETAIL
NOT TO SCALE

IOWA ONE CALL 800.292.8989 Call 2 Working Days BEFORE YOU DIG

N W E S

GRAPHIC SCALE
80 0 40 80
(IN FEET)
1" = 80' (24x36)

SITE LOCATION MAP



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 DODD'S SUBDIVISION IN THE CITY OF BETTENDORF, SCOTT COUNTY, IOWA; AND THE NORTHWESTERLY 620 FEET OF LOT 6 OF LOT OF DODD'S SUBDIVISION IN THE CITY OF BETTENDORF, 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.

LEGEND:

EASEMENT	EXISTING GAS VALVE	EXISTING CONTOUR LINE
SETBACK LINE	EXISTING WATER VALVE	PROPOSED CONTOUR LINE
CENTERLINE	EXISTING UTILITY POLE	
PROPERTY BOUNDARY	EXISTING LIGHT POLE	715.00 TC SPOT ELEVATION TOP OF CURB
EXISITNG 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		

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

CHRISTOPHER R. TOWNSEND 14864 — 9-27-2022

Christopher R. Townsend, P.E. — Date
License number: 14864
My license renewal date is December 31, 2022
Pages or Sheets covered by this seal: C0-C4

TOWNSEND ENGINEERING
CIVIL • STRUCTURAL • LAND DEVELOPMENT

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

DATE: 9/27/2022

DRAWN BY: TAS

CHECKED BY: CRT

DRAWING LOCATION
S:\BLUE WATER GROUP\VALLEY DRIVE\SITE PLAN.DWG

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT
SITE PLAN
PARCEL ID: 841321605
VALLEY DRIVE
BETTENDORF, IOWA 52722

DEVELOPER
BLUE WATER GROUP
4545 ASHWORTH COURT
BETTENDORF, IOWA 52722

SHEET NO.
C0

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

November 16, 2022 Planning & Zoning Commission Meeting

Staff Report

Case No. 22-088
Application: Pearce Subdivision – Preliminary Plat
Location: South side of the 6500 Block of Valley Drive
Legal Description: Lot 5 and the Northwesterly 620 feet of Lot 6, Dodd's Subdivision (Parcel #:841321605)
Applicant: Scott Pearce/Blue Water Group
Zoning Designation: I-2, General Industrial District
Future Land Use: I, Industrial

Background Information and Facts
Scott Pearce is proposing a 4-lot subdivision named Pearce Subdivision located on undeveloped land north of US-67/State Street and south of Valley Drive (see Aerial Map – Attachment A). The parcel is located in the I-2, General Industrial zoning district and bordered by industrial zoned tracts to the east, south, and west and A-2, Rural Single-Family Residence zoned tracts to the north (see Zoning Map – Attachment B). The Future Land Use Map contemplates the development area as Industrial (I) (see Future Land Use Map – Attachment C). This tract of land has been farmed for many years and is also bordered by Pigeon Creek on the northern and eastern property lines. Most of the tract is located in the 1% Special Flood Hazard Area (SFHA) (see Floodplain Map – Attachment D).

The proposed subdivision shows a total of four lots, including one outlot reserved for storm water detention (see Pearce Subdivision Preliminary Plat – Attachment E). A proposed public street is shown to be dedicated with the plat, which connects to Valley Drive and aligns with the intersection of Valley View Drive and Valley Drive. The proposed uses for the subdivision include contractor condos, a manufacturing headquarters, and associated materials/storage building (see Blue Water Group Concept Plan – Attachment F).

Future Land Use and Comprehensive Plan

This area has consistently been contemplated on the City's Future Land Use Map as Industrial and aligns with Bettendorf's industrial growth corridor, located along Valley Drive and State Street. 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 proposed four lot subdivision includes three developable industrial lots and one outlot reserved for storm water detention. Developable Lots 1, 2, and 3 range from 2.81 acres to 6.49 acres in size. Outlot A is 1.6 acres in size. Front yard setbacks are enforced and shown on frontages along Valley Drive and the proposed public street.

Thoroughfare Plan & Access

The preliminary plat shows dedication of right-of-way for a public street connecting to Valley Drive. The street would provide direct access to Lots 1 and 2. Lot 3 will require at least one access easement to prevent it's becoming land-locked. Two access easements may be required depending on the size of the proposed development located on Lot 3. The submitted concept plan shows enough building square footage that two accesses are required per fire code. The proposed public street terminates at the property boundary but would be extended to US-67/State Street upon future development of tracts of land located south of the proposed subdivision.

Pedestrian and Trail Access

Valley Drive currently does not have pedestrian facilities. Sidewalks are not shown on the proposed public street and typically are not required in industrial zoned developments. Considering the potential for the public street to connect Valley Drive and US-67/State Street, a sidewalk or painted "sharrow" may be required during the site development plan review phase of this project. This could provide increased connectivity to the Bettendorf trail network by providing a connection to Crow Creek Road, State Street Multi-Use Trail, and local streets leading to Pigeon Creek Park.

Utilities

The site has access to City sanitary sewer and IowaAmerican water. Access to a 15-foot utility easement is shown for all lots.

Storm Water Detention

Outlot A is reserved for storm water detention for future developments in the subdivision. In addition, the subdivision will be required to have onsite water quality treatment facilities. Outlot A shall be maintained collectively by lot owners.

Floodplain

The entirety of the site is located in either in the AE 1% annual chance flood hazard (100-year floodplain), Zone X 0.2% annual flood hazard (500-year floodplain), or the regulatory floodway. No use shall be permitted in the floodway area that would result in any increase in the base flood elevation. Any alteration of the floodway would require a no-rise certification. Earth fill or other materials may be used to raise the elevation of the land in the 100-year floodplain provided it does not increase the flood level more than one foot (1') above the base flood elevation at any point. City of Bettendorf floodplain development permits are required prior to any development in the floodplain including excavation, fill, and construction of buildings.

All new or substantially improved nonresidential buildings shall have the first floor (including basement) elevated a minimum of two feet (2') above the base flood elevation or shall have engineered floodproofing utilized. Any future site development plans for the subdivision shall provide details complying with these provisions.

Staff Recommendation

Staff recommends approval of the preliminary plat of Pearce Subdivision with the following conditions:

1. Sufficient access easements be shown for Lot 3.
2. Any future developments will require local floodplain development permits.
3. The applicant must apply for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to future site development plans.

Respectfully submitted,

Taylor Beswick
City Planner

November 29, 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 Pearce Subdivision, submitted by Scott Pearce/Blue Water Group. (Case 22-088)

Honorable Mayor and Members of the City Council:

On November 16, 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

Preliminary Plat

11. Case 22-088; Pearce Subdivision, submitted by Scott Pearce/Blue Water Group.

Beswick reviewed the staff report.

Chris Owens, 6449 Valley Drive, asked if a traffic study would be required before development occurs and expressed concern about how the increased traffic may impact safety in the area. Morlok explained that the initial development would not warrant a traffic study because it is for only two buildings. He added that the developer is required to dedicate right-of-way because of the increase in traffic on Valley Drive. Morlok stated that somewhere in the long-range plan there will be another connection from Valley Drive to US 67. He commented that once the property to the south develops, a traffic study may be warranted.

> On motion by Adam, seconded by Stoltenberg, that the preliminary plat of Pearce Subdivision be approved subject to staff recommendations.

ALL AYES

Motion carried.

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving and awarding the demolition contract for 3403 Overland Drive to Holst Trucking and Excavating Inc.
Explanation (Background and How it Responds to Vision, Mission, or Goals) The City of Bettendorf has entered into an agreement with Glen Cotabish for the demolition of all structures located at 3403 Overland Drive. All costs associated with this demolition will be placed as a lien against the property. This demolition contractor was selected using the City's sole source policy. The quoted cost for this demolition is similar to what was bid for the floodplain homes and is only slightly higher because this property contains a large inground pool and significant flatwork around the pool.
If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source: The General Fund will be used to cover the demolition expenses. The General Fund will be reimbursed when the lien is satisfied.
List Attachments: Resolution; Contract

RESOLUTION NO._____-22

RESOLUTION APPROVING AND AWARDING THE DEMOLITION CONTRACT FOR 3403 OVERLAND DRIVE, BETTENDORF, IOWA

WHEREAS, the City of Bettendorf has entered into an agreement with Glen Cotabish to demolish all structures on his property located at 3403 Overland Drive with all costs associated with the demolition being placed as a lien against the property.

WHEREAS, Holst Trucking and Excavating, Inc. of Le Claire, Iowa submitted a quote of $15,800; and

WHEREAS, the quote for this demolition is similar to the bids received for the demolition of multiple homes located in the Duck Creek Floodplain for which Holst Truck and Excavating was the lowest bidder.

WHEREAS, awarding this contract to Holst Trucking and Excavating, Inc. complies with the City's Sole Source Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for demolition be approved and awarded to Holst Trucking and Excavating, Inc.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

FORM OF CONTRACT
DEMOLITION OF
3403 OVERLAND
DRIVE, BETTENDORF,
IA

THIS CONTRACT made and entered into this 30th day of November 2022, by and between the City of Bettendorf, Party of the First Part, hereinafter referred to as the "The City" and Holst Trucking and Excavating Inc. Party of the Second Part, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and THE CITY for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the demolition of the structures at 3403 Overland Drive, Bettendorf, IA, all in strict accordance with the Contract Documents prepared by the Community Development Director for THE CITY. (Said Community Development Director for THE CITY may be referred to in these Contract Documents as the Owner). The Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

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

3403 Overland Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

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

NOTE: The structure is free of asbestos that has been abated/removed under separate contract.

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

$ 9,400 Demolition of house and Pool
$6,400 Water and sewer disconnects

$ 15,800 TOTAL PROJECT (includes backfill and seeding)

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

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

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

ARTICLE V. LIQUIDATED DAMAGES - It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses between the Contract Completion Date and the date on which the work covered by such Contract is actually completed, including the removal of all plant and obstructions from the site of such work, the Contractor shall pay to THE CITY as liquidated damages and not as a penalty, the sum of One Thousand Dollars and No Cents ($1,000.00) per calendar day. The total amount so payable by the Contractor as liquidated damages either may be deducted from any monies due or payable to the Contractor by THE CITY or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to THE CITY. Such liquidated damages shall be payable to reimburse or compensate, at least in part, THE CITY for (1) the administration of the work covered by such contract or contracts beyond the Contract Completion Date, including the additional expense to THE CITY for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of THE CITY (and the general public) to use the improvement being constructed from and after such Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by THE CITY directly as a result of the failure to complete the work covered by such contract on or before the Contract Completion Date.

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

Notice to Bidders
Instructions to Bidders
Form of Proposal
Bid Bond
Non-Collusion Affidavit
Contract

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

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

Holst Trucking and Excavating Inc.
CONTRACTOR

By _____

President
Title

ATTEST:
Lynette Swan
office manager
Title

The City of Bettendorf

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving and awarding the contract for asbestos testing for the 2021 Floodplain Buyout Grant.
Explanation (Background and How it Responds to Vision, Mission, or Goals) The City of Bettendorf is required to seek a qualified firm to test the homes involved in the flood buyout area for asbestos. A competitive bidding process has just been completed seeking firms for that purpose. A bid tabulation is attached detailing the bid responses. The best and most responsible bid for the requested professional service was from Michael Baker International. The bid includes the testing of all structures on the 18 properties. Staff recommends awarding of the contract to Michael Baker International of Moon Township, Pennsylvania.
If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source: The grant will pay for 100% of all costs related to this process.
List Attachments: Resolution, Bid tabulation; Bid.

RESOLUTION NO._____- 22

RESOLUTION APPROVING AND AWARDING THE CONTRACT FOR ASBESTOS TESTING FOR THE 2021 FLOODPLAIN BUYOUT GRANT

WHEREAS, a request for proposals was posted on Ion Wave seeking a qualified asbestos testing firm for 18 properties located in the floodplain as a part of the 2021 Floodplain Buyout Program, and

WHEREAS, Michael Baker International, Inc. of Moon Township, Pennsylvania submitted the lowest responsible bid in the amount of $8,910.00; and

WHEREAS, staff recommends that Michael Baker International be selected as the asbestos testing firm for the 2021 Floodplain Buyout Grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for asbestos testing be approved and awarded to Michael Baker International, Inc.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

	Asbestos Testing			Michael Baker International, Inc.		Brownfield Environmental Engineering Resources		EnviroNET		Hawkeye Environmental (Steve J Henneberry)		Impact7G, Inc.		Health Systems Sciences, LLC	
				Total Price	$8,910.00	Total Price	$9,450.00	Total Price	$9,900.00	Total Price	$12,492.00	Total Price	$22,410.00	Total Price	$35,910.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
	Asbestos Testing	18	EA	$495.00	$8,910.00	$525.00	$9,450.00	$550.00	$9,900.00	$694.00	$12,492.00	$1,245.00	$22,410.00	$1,995.00	$35,910.00

PROPOSAL ENCLOSED

RFP-2022-0909
Asbestos Testing (Re-Bid)

CLOSING DATE: November 4, 2022

SUBMITTED TO:

City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

ATTN: Mark Hunt
Community Development Director
Phone: (563) 344-4100
mhunt@bettendorf.org

SUBMITTED BY:

Michael Baker International, Inc.
100 Airside Drive
Moon Township, PA 15108
Phone: (412) 269-6300

ATTN: Gary Case
Project Manager
Cell Phone: (412) 260-1280
gcase@mbakerintl.com

Michael Baker
INTERNATIONAL

We Make a Difference

October 28, 2022

City of Bettendorf
4403 Devils Glen Road
Bettendorf, IA 52722

ATTN: Mark Hunt
Community Development Director

Re: RFP-2022-0907
Asbestos Testing for the City of Bettendorf, Iowa

Dear Mark Hunt:

Thank you for allowing Michael Baker International, Inc. (Michael Baker) to provide the City of Bettendorf with a proposal for professional services for your project work.

PROJECT UNDERSTANDING

It is our understanding that the City of Bettendorf requests asbestos inspections and testing to be performed prior to the demolition activities at up to eighteen (18) residential structures located within the City of Bettendorf, in Scott County, Iowa. It is assumed that the structures will be vacant, ready for inspection, and all of the structures are accessible at the time of the Notice-to-Proceed (NTP). We will visit the structures and perform asbestos inspections and testing (as necessary) to document the suspected building materials. It is also assumed that Michael Baker will be able to perform the inspections during consecutive workdays until the project is completed.

Michael Baker will utilize an experienced professional who is also a U.S. Environmental Protection Agency (USEPA) and Asbestos Hazard Emergency Response Act (AHERA) certified asbestos inspector and Iowa-licensed Asbestos Building Inspector. The inspector will follow detailed protocols, mirroring accepted industry standard procedures and quality assurance procedures, as contained in the USEPA AHERA protocols and Guidance Document "Control of Asbestos in Buildings" to ensure a complete and accurate National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection. Work will also be conducted in accordance with all applicable local and state regulations, such as Iowa regulations. All suspect building materials will be characterized, sampled, and analyzed for the presence of asbestos, in accordance with the applicable requirements. The sample collection efforts will be supplemented by thorough survey data collection.

During the inspection of each building, the suspect materials will be grouped into homogeneous sampling areas, as based upon material use, material type, facility system, uniformity of texture, and appearance. Inner-wall or destructive sampling to search for materials within hidden spaces will not be conducted. Also, no patching or repair will be conducted for the sample locations due to the proposed demolition operations. Michael Baker will document data for each suspected building material, such as type of material, description, location, thickness of insulation, diameter of pipe, height of materials, quantity, friability, and condition. Material samples collected will be considered representative of the entire homogeneous material. Our representative will determine the frequency of the sampling at the time of the inspection; however, each material will be sampled at a frequency sufficient to accurately characterize the material's content. The proposed number of samples collected is not expected to exceed twelve (12) bulk material samples per structure. Should additional samples or analyses be necessary, Michael Baker will advise the client, but will not proceed with more sample analyses until written authorization has been received. Additional analyses will be billed at a rate of $8.00 per sample analysis for 1-week turn-around time.

The samples will be submitted, with chain-of-custody documentation, to a laboratory accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for analysis of asbestos. Our laboratory for this work is EMSL Analytical, Inc. and is licensed to perform work in Iowa. The laboratory will be directed to use the USEPA recommended method utilizing Polarized Light Microscopy (PLM) as described in method EPA 600 for the asbestos sample analyses. This method can identify the type of asbestos to a minimum detection limit of 1%.

National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that any asbestos sample containing detectable asbestos at less than 10% content when analyzed by PLM be re-analyzed using the PLM point counting procedure or the material must be considered asbestos-containing. Michael Baker proposes to perform PLM Point Count as an additional cost item for this project. The laboratory will be directed to use the USEPA recommended method utilizing PLM as described in method EPA 600 for the asbestos sample analyses. This method will be for the 400-point count method and can identify the type of asbestos to a minimum detection limit of <0.25%. Should sample analysis be recommended, Michael Baker will advise the client, but will not proceed with the analysis of the samples by PLM Point Count until written authorization has been received. If approved, the PLM Point Count analyses will be billed at a rate of $25.00 per sample analysis for a 1-week turn-around time.

REPORT

Following the survey inspection, a letter report detailing the building at each individual address will be prepared. The report will include project name, address and parcel number of each property inspected, brief description of the property, name and license number of inspector, a narrative of procedures used during the inspection activities, description of all identified material suspected of containing asbestos, material location(s), friability, quantification and classification of each asbestos material, findings, lab report, site

plan(s) or drawings, and recommendations. Recommendations for asbestos control shall be made to permit safe subsequent project work. The report will be provided as an electronic copy (PDF).

PROPOSED SCHEDULE

Michael Baker understands that the City of Bettendorf needs the reports for this project quickly; thus, we propose to complete the inspections and reports for the eighteen (18) structures before 5 pm on Monday, November 14, 2022, if all of the structures are accessible for inspection by a NTP of Friday, October 14, 2022, or sooner. We are ready to start this project immediately.

PROPOSED COST

The requested services outlined in this proposal will be conducted for a lump sum price of $495.00 per residential house, in accordance with the terms and conditions listed in Attachment A. **The total price for inspection of the eighteen (18) houses would be $ 8,910.00.** The price includes the labor associated with the proposed services, travel, testing, and other direct costs. Upon acceptance of this proposal, please sign and return the attached form that is contained in Attachment B.

The documentation of an Iowa-licensed asbestos building inspector is contained in Attachment C.

Michael Baker appreciates the opportunity to assist you with your environmental consulting needs and looks forward to receiving your acceptance of this proposal.

Please do not hesitate to call me if you have any questions or desire any clarification of the proposal. I can be reached anytime on my cell phone at 412-260-1280 or via email at gcase@mbakerintl.com.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Gary R. Case
Project Manager

Scott K. Moffett, PG, PMP
Environmental Department Manager

ATTACHMENTS

Michael Baker
INTERNATIONAL

ATTACHMENT A

CLIENT CONTRACT GENERAL TERMS AND CONDITIONS

DEFINITIONS: "MICHAEL BAKER" shall mean Michael Baker International, Inc. and "CLIENT" shall mean the Client as named in this Agreement. "Project" is as described in Exhibit A.

STANDARD OF CARE: The standard of care applicable to MICHAEL BAKER's services shall be that degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as MICHAEL BAKER provides to CLIENT under this Agreement.

PAYMENT: Payments shall be made monthly by the CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall also pay MICHAEL BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month.

TIME OF PERFORMANCE: MICHAEL BAKER shall commence work upon receipt of written notice to proceed from CLIENT and shall complete the work within the time period set forth in this Agreement, subject to any delays caused by CLIENT, other agencies involved in the work or any other parties, force majeure or events not under the control of MICHAEL BAKER.

MODIFICATIONS: If CLIENT requires modifications and/or changes caused through no fault of MICHAEL BAKER, and if such modifications and/or changes are required after services have been performed, or in the event CLIENT desires additional work not covered by this Agreement, MICHAEL BAKER shall perform such work as ordered by CLIENT in writing and shall be paid for such work as may be agreed between CLIENT and MICHAEL BAKER, or on the basis of direct payroll costs chargeable to such work plus overhead in effect at the time of performance applied to the total of all such payroll costs plus profit.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by CLIENT prior to the completion of this Agreement, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension, plus reasonable profit and termination costs.

LEGAL COST, PERMITS, FEES, ETC: CLIENT shall furnish or compensate MICHAEL BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by MICHAEL BAKER.

INDEMNIFICATION: Except as stated below, MICHAEL BAKER shall indemnify and save harmless CLIENT from third-party claims, lawsuits or direct losses relating thereto that are solely caused by MICHAEL BAKER's negligence in the performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances on the Project, including removal, disposal or cleanup or environmental liability, CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, CLIENT agrees to limit MICHAEL BAKER's liability to CLIENT and to all construction contractors or subcontractors on the Project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to MICHAEL BAKER's negligence, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of MICHAEL BAKER to all those named shall not exceed $100,000 or the total fee paid for MICHAEL BAKER's services rendered on the Project, whichever is less.

WAIVER OF CONSEQUENTIAL DAMAGES: Under no circumstances shall MICHAEL BAKER be liable to CLIENT for any consequential damages, including but not limited to loss of use or rental, loss of profit, loss of revenue, loss of customers or contacts, or cost of any financing, however caused, including MICHAEL BAKER's fault, whether such a claim sounds in contract, warranty, tort (including negligence), strict liability or otherwise.

COMPLIANCE WITH LAW: MICHAEL BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

SUPPLEMENTS TO AGREEMENT. The following exhibits are an integral part of this Agreement:
Exhibit A [insert and attach relevant exhibit, e.g. scope of work];
Exhibit B [insert and attach additional exhibits, as applicable]

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, CLIENT agrees to compensate MICHAEL BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which MICHAEL BAKER is a party nor to cases where such services are part of the agreed scope of services.

ENTIRE AGREEMENT AND APPLICABLE LAW: This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, supersedes all other agreements pertaining thereto, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. To the fullest extent permitted by law, this Agreement shall be governed by Pennsylvania law, excepting conflicts of law principles.

FORCE MAJEURE: MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of CLIENT or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER. The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any such impacts to MICHAEL BAKER's performance.

REUSE OF WORK PRODUCT: Any reuse of MICHAEL BAKER's work product without written verification or adaption by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting therefrom. Any such verification or adaption will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from CLIENT):

MICHAEL BAKER

By:_____ Date: _____

Name/Title:_____

CLIENT

By:_____ Date: _____

Name/Title:_____

Michael Baker
INTERNATIONAL

ATTACHMENT B

Michael Baker
INTERNATIONAL

We Make Difference

PROPOSAL FOR CONSULTING SERVICES

Project: Asbestos Inspections and Testing for Up to 18 Structures

Prepared for: City of Bettendorf, Iowa

Price: $8,910.00 as recorded in our proposal dated 10/28/2022

PROPOSAL AGREEMENT FORM

AGREED AND ACCEPTED AS WRITTEN:

_____ _____
(Signature) (Company)

_____ _____
(Printed Name) (Title)

_____
(Date)

Please sign and return this page as the written authorization to proceed.
Thank you.

Gary Case
Michael Baker International, Inc.

Cell: 412-260-1280
E-mail: gcase@mbakerintl.com

Michael Baker
INTERNATIONAL

ATTACHMENT C

September 2022
List of Asbestos License Holders
State of Iowa

Registration Number	License Type	First Name	Last Name	Address 1	City	State	Zip Code	Phone	Issue Date	Expire Date
22-8866	Inspector	Gary	Case	343 Seminole Road	Seminole	PA	16253	412-260-1280	9/23/2022	6/16/2023
22-8867	Project Designer	Gary	Case	343 Seminole Road	Seminole	PA	16253	412-260-1280	9/23/2022	6/20/2023

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving and awarding the demolition contract for the 2021 Floodplain Buyout Grant.
Explanation (Background and How it Responds to Vision, Mission, or Goals) The City of Bettendorf is required to seek a qualified firm to demolish all of the structures on 18 properties located in the flood buyout area. A competitive bidding process has just been completed seeking firms for that purpose. A bid tabulation is attached detailing the bid responses. The best and most responsible bid for the proposed demolition was from Holst Trucking and Excavating, Inc. of LeClaire, Iowa. The bid includes the demolition of all structures on the 18 properties for a total bid price of $217,584. Staff recommends awarding the contract to Holst Trucking and Excavating, Inc. of LeClaire, Iowa.
If the matter is not budgeted in the current year, explain why funding is requested and the anticipated source: The grant will pay for 100% of all costs related to this process.
List Attachments: Resolution; Bid tabulation; Bid.

RESOLUTION NO._____-22

RESOLUTION APPROVING AND AWARDING THE DEMOLITION CONTRACT FOR THE 2021 FLOODPLAIN BUYOUT PROGRAM

WHEREAS, a request for proposals was posted on Ion Wave seeking a qualified firm to demolish all of the structures on 18 properties located in the floodplain as a part of the 2021 Floodplain Buyout Program, and

WHEREAS, Holst Trucking and Excavating, Inc. of Le Claire, Iowa submitted the lowest responsible bid in the amount of $217,584; and

WHEREAS, staff recommends that Holst Trucking and Excavating, Inc. of Le Claire, Iowa be selected as the demolition firm for the 2021 Floodplain Buyout Grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA, that the contract for demolition be approved and awarded to Holst Trucking and Excavating, Inc.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

Residential Building Demoliton

Line #	Description	QTY	UOM	Maple Valley Tree Service LLC		Holst Trucking and Excavating Inc.		LANGMAN CONSTRUCTION, INC.		Ethics Contracting LLC	
				Total Price	$205,200.00	Total Price	$217,584.00	Total Price	$246,690.00	Total Price	$486,000.00
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
	Demo of Building	18	EA	$11,400.00	$205,200.00	$12,088.00	$217,584.00	$13,705.00	$246,690.00	$27,000.00	$486,000.00

Maple Valley Tree Service deemed not responsive due to failure to provide full 10% bond amount.

FORM OF CONTRACT
DEMOLITION OF
FLOODPLAIN HOMES

THIS CONTRACT made and entered into this 29th day of November 2022, by and between the City of Bettendorf, Party of the First Part, hereinafter referred to as the "The City" and Holst Trucking and Excavating Inc. Party of the Second Part, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and THE CITY for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with The Flood Grant Buyout Demolition Project of THE CITY, all in strict accordance with the Contract Documents prepared by the Community Development Director for THE CITY. (Said Community Development Director for THE CITY may be referred to in these Contract Documents as the Owner). The Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

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

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

1111 Crestview Court: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1115 Crestview Court: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

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

1120 Crestview Court: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be

made to the basement floor to allow the free flow of rainwater/drainage.

2401 Crestview Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

2407 Crestview Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

2418 Crestview Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

2612 Greenway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1100 Hawthorne Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1107 Hawthorne Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1010 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1018 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatworks. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1104 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1120 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

1136 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be

made to the basement floor to allow the free flow of rainwater/drainage.

1318 Parkway Drive: remove entire house structure, foundation 2 feet below grade, any and all accessory structure(s), and all flatwork. Multiple punctures/perforations will be made to the basement floor to allow the free flow of rainwater/drainage.

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

PROPERTY ADDITIONS AND DELETIONS:
If some of the property owners of the properties listed above choose to not participate in this project, the City may delete and or add properties at or near this general above area. This project will not involve more that seventeen (17), single-family residential structure all being located in or near the above general area.

Site preparation and seeding as specified.

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

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

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

$ 12,088 per property.

$ 217,584 TOTAL PROJECT

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

There are seventeen (17) properties involved in this project. The bid price is for the entire project (all 17 properties). The contractor may bill the City of Bettendorf at a rate of 1/17th of the total bid

price following the completion of work on each of the seventeen (17) properties or, at the contractor's discretion, bill the city for the entire bid price following completion of all work on all properties.

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

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

ARTICLE V. LIQUIDATED DAMAGES - It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses between the Contract Completion Date and the date on which the work covered by such Contract is actually completed, including the removal of all plant and obstructions from the site of such work, the Contractor shall pay to THE CITY as liquidated damages and not as a penalty, the sum of One Thousand Dollars and No Cents ($1,000.00) per calendar day. The total amount so payable by the Contractor as liquidated damages either may be deducted from any monies due or payable to the Contractor by THE CITY or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to THE CITY. Such liquidated damages shall be payable to reimburse or compensate, at least in part, THE CITY for (1) the administration of the work covered by such contract or contracts beyond the Contract Completion Date, including the additional expense to THE CITY for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of THE CITY (and the general public) to use the improvement being constructed from and after such Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by THE CITY directly as a result of the failure to complete the work covered by such contract on or before the Contract Completion Date.

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

Notice to Bidders
Instructions to Bidders
Form of Proposal
Bid Bond
Non-Collusion Affidavit

Contract
Terms and Conditions for Federal Contractors

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

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

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

Holst Trucking and Excavating Inc.
CONTRACTOR

By _____

President
Title

ATTEST:
Lynnette Shaw
Office Manager
Title

The City of Bettendorf

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Mark Hunt

ITEM TITLE: Resolution approving the Administrative Plan for the voluntary property acquisition funded under the Hazard Mitigation Grant Program under Disaster 4386 (DR-4557-0045).

Explanation (Background and How it Responds to Vision, Mission, or Goals)
In July 2022, the City was notified that the Iowa Department of Homeland Security and Emergency Management had approved a Hazard Mitigation application for property acquisition that was submitted under Disaster 4386. The funds are to be used for property acquisition in a target area of the floodplain adjacent to Duck Creek and Greenway Creek. It is now necessary to adopt an Administrative Plan that outlines the procedures to implement the program. The Administrative Plan now under consideration has been drafted by staff and reviewed by the Iowa Homeland Security and Emergency Management Division (HSEMD).

The plan meets or exceeds the requirements from HSEMD.

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

List Attachments:
Resolution; Administrative Plan.

RESOLUTION NO. _____-22

RESOLUTION APPROVING THE ADMINISTRATIVE PLAN FOR VOLUNTARY ACQUISITION FUNDED UNDER THE HAZARD MITIGATION GRANT PROGRAM UNDER DISASTER 4386 (DR-4557-0045)

WHEREAS, the City of Bettendorf, Iowa (hereinafter called "the Subgrantee"), County of Scott, made application through the Iowa Homeland Security and Emergency Management Division to the Federal Emergency Management Agency (HSEMD) for funding from the Hazard Mitigation Grant Program, and

WHEREAS, the Subgrantee has been approved for a project award through said grant program, and

WHEREAS, an Administrative Plan acceptable to HSEMD must be approved and adopted by the Subgrantee, and

WHEREAS, HSEMD has reviewed the Administrative Plan drafted by Bettendorf city staff and approved the plan, and

WHEREAS, staff is seeking City Council approval of the Administrative Plan for voluntary acquisition funded under the Hazard Mitigation Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that the Subgrantee approves the Administrative Plan for voluntary acquisition funded under the Hazard Mitigation Grant Program.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2022.

_____

Robert S. Gallagher, Mayor

ATTEST:

_____

Decker P. Ploehn, City Clerk

ADMINISTRATIVE PLAN

Voluntary Property Acquisition Funded Under the Hazard Mitigation Grant Program

CITY OF BETTENDORF OF _____

ADOPTED BY _____CITY OF BETTENDORF COUNCIL
ON _____

Prepared by
Mark D. Hunt, Community Development Director

Program Summary

On the ___ day of _____, 20__, the Bettendorf City Council authorized the submission of a Hazard Mitigation Grant Program application to the Iowa Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining federal/state financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL93-288, as amended) and the Code of Iowa, Chapter 29C.

This outline of procedures was created to explain how the program would operate. The City of Bettendorf is committed to making this program work as quickly as possible so that the affected property owners may promptly make their property decisions with as much information as is available.

Voluntary Acquisition Program

Funding for this program requires that certain conditions are met in order for it to be on a voluntary basis. Since this is a voluntary acquisition that is funded under the Hazard Mitigation Program, the City of Bettendorf is exempt from following the processes and notices to owners required for acquisition by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as URA). However, tenants will be provided assistance in compliance with the URA since relocation is involuntary to them.

A voluntary acquisition program, in order to be exempt from the Uniform Act, must make offers to purchase on a willing buyer/willing seller basis. That is, if the seller rejects the offer, the City of Bettendorf will not pursue acquisition of the property by using its eminent domain powers. In addition, the City of Bettendorf must not be purchasing the property for a known project. The City of Bettendorf will use the same criteria for purchases in all cases for this program.

All property owners must sign a voluntary participation statement submitted with the HMGP application.

Purchase Price

The City of Bettendorf is using FEMA's *Property Acquisition and Relocation for Open Space* (44 CFR, Part 80) guidance by utilizing the *fair market value of the property* for this voluntary acquisition program. Appraisals have been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) to determine the market value offered.

Property owners who purchased the property after the flood event or property owners who are not a US National or qualified alien will be offered current fair market value (post flood – as of the date of the purchase offer) in accordance with Part 80. This value will be determined by a USPAP appraisal procured and approved by the community and grantee.

Situations where large variations in appraised vs. assessed value are noted must be handled on a case by case basis, as Sub-grantees must seek to prevent participation in the project for the sole purpose of profit.

In a situation where a property owner is purchasing a property from the deed holder on contract, the contract purchaser is considered to be the owner. If the contract purchaser abandons the property and "defaults" on the contract after a flood event, ownership reverts to the deed holder. This is considered a change in ownership, and only current market value may be offered. Similarly, in a foreclosure situation that took place after a flooding event, the foreclosing bank may only be offered current market value.

Property owners are not under any obligation to sell their property to the City of Bettendorf and, an appeal process is in place to permit other information, including independent appraisals and updated information from the assessor to be submitted for the City of Bettendorf's consideration. HSEMD must be made aware of and approve the resolution to any appeal.

Definition of Owner-Occupant

The City of Bettendorf will make its initial offers to purchase to owner-occupants of flood-damaged residential property. An owner-occupant is defined as follows:

1. Holds title to the property with valid deed or valid real estate contract that pre-dates the flood event.

2. Continues to hold title to the property to the date of the City of Bettendorf's offer to purchase,

3. Will certify to having lived in the house as his/her/their primary* residence as of the date of the flood event.

Primary is defined as the owner's principal place of residence. The owner must have resided at the site at least six months plus one day out of the previous twelve months to be considered primary. This will be verified in order of preference by 1) Homestead Exemption on the property; 2) Income tax returns; or 3) Owner-signed certification stating that the property is their primary residence.

For situations involving a contract purchaser and deed holder, the contract purchaser must be in a position to have the deed transferred to the community upon closing. For this reason, the deed holder's participation will be necessary at some point in the acquisition process.

Definition of Investor-Owner

If applicable, the City of Bettendorf will make offers to purchase to investors-owners of the selected flood-damaged residential property. An investor-owner is defined as follows:

1. Holds title to the property with valid deed or valid real estate contract that pre-dates the flood event,

2. Continues to hold title to the property to the date of the City of Bettendorf's offer to purchase and did not occupy the unit as of the date of the flood event,

3. The investor-owner shall provide the City of Bettendorf with additional information as may be required by the City of Bettendorf, including available information on any tenants.

What is to be Acquired

The City of Bettendorf will acquire all land and improvements associated with the properties subject to this program. For any commercial property acquired under this program, the City of Bettendorf will complete an environmental review (beginning with a Phase 1 Environmental Site Assessment) to certify that the property is clean. This documentation must be provided to HSEMD and FEMA for approval prior to the City of Bettendorf's acquisition. This requirement will also apply to any residential property for which suspicion of contamination from hazardous materials exists.

Pre-Acquisition Activities

The City of Bettendorf shall undertake a number of activities relating to each property prior to making an offer to purchase. Briefly, these activities are:

1. Determine market value as described above in "Purchase Price". Ensure homeowner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17.

2. Identify the owners who want their property to be considered for acquisition.

3. After the property owner indicates their interest in participating in the voluntary acquisition program, the City of Bettendorf will:

    a. Prepare a schedule of property values for all properties in the project.

    b. Order an abstract update and title opinion.

    c. Order a "mortgage" property survey.

    d. Work with FEMA through HSEMD as well as the Small Business Administration (SBA) to obtain information on the proceeds received through those agencies' programs for each property.

4. Complete all pre-acquisition items on the Pre-Acquisition / Demolition Checklist.

    a. Obtain a "notice to proceed" with acquisition & demolition from HSEMD

b. These items must be complete prior to acquisition to ensure compliance with 44 CFR part 80.17(d) which states that incompatible facilities (improvements to property) must be removed within 90 days of acquisition.

Timing of Offers

The City of Bettendorf will make offers to purchase to willing and eligible property owners after completion of the aforementioned pre-acquisition activities. It is anticipated that offers will be delivered to eligible owners as quickly as possible.

Offer

The City of Bettendorf will make its purchase offers in substantially the same form as used with other City of Bettendorf purchases of property, and including appropriate terms as provided by or required by the participating State and Federal agencies. Important policy elements of the offer are:

1. *Purchase Price:* The pre-flood or current USPAP appraised value of the real estate, or as defined in "Purchase Price". Ensure homeowner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17. Refer to previous section to address properties that will be offered an amount other than pre-flood value.

2. *Deduction from Purchase Price:* As applicable, insurance proceeds for real estate damage, other public payments as determined by FEMA that represent a duplication of payment for the real estate, property taxes due and owing, and other payments required to clear special assessments, liens or judgments, will be paid prior to closing or deducted from the HUD-1 settlement statement at the time of closing. The purchase offer **should not be reduced by these amounts**; instead the HUD "proceeds to the seller" column will be adjusted. The City of Bettendorf will receive individual determinations by FEMA and SBA of the deductions or credits on FEMA and/or SBA funds already disbursed.

3. *Closing and Possession:* The City of Bettendorf will not close and take possession of a property until the house is uninhabited by the seller(s) and all personal property has been removed from the property.

In order to accomplish this transfer of ownership and possession in a manner that does not place the sellers or the City of Bettendorf in a position of financial risk or other liability, a process was designed to use a closing agent to manage the acquisition by the City of Bettendorf together with the move to a replacement housing location.

After the City of Bettendorf and the seller have executed the Offer to Purchase, the property has been inspected as needed, notices and meetings with tenants conducted and the deed to the property has been drafted, the documents will be delivered to the closing agent to retain until the buyer and seller have agreed on a closing date. It is optimal (but not necessary) for the seller to

have purchased a replacement dwelling or have found other accommodations so that closings may be concurrent. The closing can occur when the title and close-related issues are satisfied.

Offer Form

The City of Bettendorf will provide a written purchase price at the time an offer to purchase is presented. An example of the form that will be used is attached - Purchase Offer Form. Essential factors in the form include:

Closing Date – A mutually agreed upon date by the City of Bettendorf and the seller to close on the property.

Clear Title – The seller must provide clear title to the City of Bettendorf's satisfaction before the closing can occur. The seller must convey by warranty deed. Title insurance in the form of a title guaranty certificate must be obtained through Iowa Title Guaranty prior to closing. Although this certificate is not required by Iowa law, it is required by the HMGP Acquisition program.

Eligibility – The City of Bettendorf must certify the property owner is either a National of the United States or qualified alien before offering pre-flood market value for the property.

Expiration Date – The City of Bettendorf will allow two weeks from the date the offer is made for the seller to decide whether to accept. The City of Bettendorf will permit an extension of the expiration date, if requested in writing by the owner, up to an additional two weeks. It is the intention of the City of Bettendorf to make as many offers as quickly as possible. Sellers will be reminded that if they do not want to accept the offer, they must let the City of Bettendorf know as soon as possible.

Property Inspection – The seller will grant access to the City of Bettendorf to inspect the flood damaged property for personal property, hazardous materials, etc. that must be removed prior to closing.

Removal of Debris – The seller agrees to remove, at their expense, prior to closing, all vehicles and vehicle parts, firewood, construction material debris, and other personal property located on the site.

Relocation Outside the Floodplain – To be eligible for Replacement Housing Benefits, the seller is required to purchase or rent a comparable decent, safe and sanitary housing unit within 6 months of acceptance of the City of Bettendorf's Offer that is located outside of the regulatory SFHA / Zone A or AE, NFIP Flood Hazard map boundaries. Only one replacement housing benefit per replacement housing unit is allowed. (i.e. – if two displaced individuals move into one replacement housing unit, they are only eligible for one replacement housing benefit). Compliance with the requirements set forth in 49 CFR part 24 is required.

Subject to Approval of the City of Bettendorf Council – The offer is subject to the City of Bettendorf Council approval of the form of offer and the specific offer terms for each property.

Appeal of Offer Price

If, after the presentation of the offer, the seller believes the offer price is incorrect due to factual errors and/or can present additional information directly relating to the fair market value, the City of Bettendorf will have an appeal process as described below:

The seller may appeal the estimate of fair market value after presentation of the City of Bettendorf's offer to purchase and before the expiration date of the offer to purchase. Within two weeks of the City of Bettendorf's offer to purchase, the seller shall present a written statement which includes the reason for the appeal such as factual information and any data that support the reason for the appeal to increase the offer price. HSEMD must be made aware of and approve the resolution to any appeal that will cause a deviation from the approved scope of work or budget.

The seller or community must assume the responsibility of securing an appraisal (at *pre-flood* value if applicable) from a USPAP certified appraiser approved by the City of Bettendorf. The cost of the appraisal will be the responsibility of the seller. The seller will understand that the pre-flood appraised value will be taken under consideration after the total project budget expenses are known and any revision in the acquisition offer will be subject to City of Bettendorf Council approval. The seller is NOT guaranteed that the appraisal price will be used to determine the offer price, and should anticipate that the City of Bettendorf will not exceed its total project budget.

Within 30 days of filing the written appeal statement, the seller must provide the appraisal report to the City of Bettendorf for review. The seller may submit a written request to the City of Bettendorf for a 14-day extension to allow the additional time necessary to secure the appraisal. In the case that the seller exceeds the 30-day period to obtain and submit the appraisal, and does not provide a written request for an extension, the original offer to purchase price will prevail.

NOTES: (1) The federal program only allows the "as is" purchase price if purchased within a year of the Sub-applicant's offer. If the property was purchased post-flood, an appraisal reflective of current market value must be used to determine market value. Appeals to the current market value may be considered, however any costs above the current market value will be the responsibility of the community. The only exception may be if a property has been improved since its purchase. HSEMD must be made aware of and approve any appeals that will deviate from the approved scope of work or budget. (2) If the City of Bettendorf chooses to offer more than what the program funds will pay, the portion over the allowed amount will be the responsibility of the City of Bettendorf.

Process After Offer is Accepted

If the property owner accepts the City of Bettendorf's offer, the following will be undertaken:

1. The seller will provide the City of Bettendorf with the property abstract or, if necessary, the City of Bettendorf will obtain a new 40-year abstract.

2. The City of Bettendorf will forward the abstract or request for a new abstract to an escrow agent that will function as the program's closing agent.

3. The escrow agent will be responsible for ordering the abstract work, issuing a title opinion, transmitting the title opinion to the property owner and providing sample forms of affidavits and releases. Upon receipt of the necessary title-clearing documents from the seller, the escrow agent will prepare a closing statement utilizing the HUD-1 Settlement Statement Form and set up the closing. The City of Bettendorf will notify the Grant Administrator of the pending closing in order to undertake the required property inspections and prepare appropriate requisitions.

4. The escrow agent will not close the transaction and the City of Bettendorf will not take title to the subject property until the buyer and seller have come to an agreement on the date of the closing. Optimally the displaced property owner will locate a replacement property, obtain an accepted offer on that property, and have prepared to move into the replacement property so that closings on the displacement and replacement dwellings can be concurrent. The intention for this process is that the City of Bettendorf wishes to arrange to take title to the flood damaged properties when the owner is ready to vacate and take possession of their chosen replacement property.

5. The warranty deed and deed restrictions will be recorded with the County Treasurer.

Acquisition Staff

The Acquisition staff, supplied by the Grant Administrator, will present the offer in person and be available to answer questions. After the offer is made, the Notice of Relocation Eligibility will be presented and the Grant Administrator will inspect the property.

If the offer is rejected and the property owner chooses not to sell the property, the acquisition staff will close the property's file and 'de-obligate' the funds reserved for the property's acquisition and relocation payments.

Contract Services

The City of Bettendorf shall hire a number of services to be performed on a contractual basis to assist in the acquisition program. The services contracted for, or to be contracted for are:

1. Title certificate and abstracts
2. Mortgage property surveys
3. Title opinions
4. Escrow agent / Closing agent

5. Historical intensive level surveys, if required
6. Demolition work
    - Asbestos Testing/Survey and Monitoring
    - Asbestos Abatement (if necessary)
    - Structure Removal
7. Appraisals
8. Phase I ESAs
9. Decent, Safe and Sanitary Inspection Services

Property Management

Summary

The City of Bettendorf will undertake certain property management activities upon the acquisition of those voluntary-participating, flood-damaged properties that the owners choose to sell. It is the intention of the City of Bettendorf to minimize its costs and risks in managing the properties when acquired.

Inspections

The form of the Offer to Purchase provides that the City of Bettendorf will have the right to inspect the premises once the seller accepts the offer. The purposes of the inspection are to determine if there are any hazardous materials on site, serious safety risks or unique fixtures to the property that the City of Bettendorf would need to deal with upon its acquisition.

A further requirement of the Offer to Purchase provides that the seller agrees to remove from the property, at their expense and prior to closing, all vehicles, wood, construction materials, debris and personal property. The purpose of this provision is to ensure that the City of Bettendorf is not burdened with the cost and risk of injury or expense of removal of the abandoned personal property.

Salvage

Salvage by the City of Bettendorf will not occur without a compelling reason, as this is considered to be program income and reduces the Federal cost share of the project. Salvage rights will be awarded to the demolition contractor in an effort to reduce demolition costs. The City of Bettendorf retains the right to sell part or all of the structure following transfer of title from the owner and prior to demolition. Revenue from salvage will be considered program income and treated accordingly.

Demolition

The City of Bettendorf will comply with the "Public Assistance Demolition Guide" that was provided by HSEMD for demolition completion. All acquired property will be returned and maintained as open space in accordance with 44 CFR part 80 and the FEMA Hazard Mitigation Assistance Unified Guidance.

Program Close-Out

Once the owners of all eligible properties have been contacted and acquisitions / demolitions have either been completed or declined, a review of the files will be completed by staff following the clearing of all fixtures from the subject properties. Any program revisions that may have occurred will be noted in the Administrative Plan and all files will be kept in accordance with the Community's standard file policies and procedures. A final project and grant closeout meeting between the community and HSEMD will be coordinated. At completion of the grant activities, the community shall provide the following to FEMA through the State:

- A photograph of the property site after project implementation
- A copy of the recorded deed and attached deed restrictions
- Latitude and Longitude coordinates for each property

Relocation

Overview

The Relocation portion of this document will describe the City of Bettendorf's provision of relocation assistance for the residential properties that are purchased. Benefits will be made available as described below. Compliance with the provisions of 49 CFR part 24 is required.

Funding Sources

The City of Bettendorf will be utilizing federal, state, and local funding in order to provide relocation benefits for properties that are actually acquired.

Tenant Relocation Benefits Program

The City of Bettendorf will provide relocation assistance in conformance with the Uniform Act in concert with the Robert T. Stafford Disaster Relief Act of 1974 provisions for tenants of the flood damaged property. The tenants of the flood damaged property are considered to be involuntarily displaced when the City of Bettendorf accepts an offer to purchase the flood damaged property. Accordingly, the City of Bettendorf will award Tenant Relocation Benefit standards for eligible tenants in accordance with the URA regulations.

1. *Eligibility:* To be eligible for the Tenant Residential Relocation Benefits, the tenant must:

    a. Have been, as of the date of initiation of negotiations, a legal residential occupant of the flood damaged property for which the City of Bettendorf Council has approved acceptance of the purchase offer.

    b. The tenant can prove evidence of the tenancy for a minimum of 90 days prior to the initiation of negotiations.

c. Purchase or rent a decent, safe and sanitary replacement housing unit that is located outside of Zone A on NFIP Flood Hazard maps.

2. *Determination of Benefits:* The relocation staff will determine benefits in accordance with the Uniform Relocation Act and funding source requirements, which will not exceed $7,200 (unless housing of last resort provisions are utilized if approved by HSEMD and FEMA Region VII).

3. *Replacement Housing Requirements:* All tenants receiving the Replacement Housing Benefit must relocate to housing units that are decent, safe and sanitary and are located outside of Zone A on NFIP Flood Hazard maps.

   The decent, safe and sanitary inspection is not a certification or guarantee of the housing unit's condition or of its major systems (such as heating, plumbing and electrical). A qualified individual will inspect, at minimum, the items that are specifically listed in federal regulations (49 CFR, Part 24).

4. *Moving Expense Payment:* In addition, the City of Bettendorf will reimburse moving expenses once the tenant relocates into a replacement dwelling. Actual expenses may be reimbursed, or an advance / reimbursement may be based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule.

Post-Settlement Transfer of Property Interest

The community understands that transfer of property interest will only be considered if the transferee meets the requirements stated in 44 CFR §80.19(b). After acquiring the property interest, the community (including successors in interest) shall convey any interest in the property only if the FEMA Region VII Regional Administrator, through the State of Iowa, gives prior written approval of the transfer and the transferee.

The transferee must be another public entity or a qualified conservation organization. A qualified conservation organization means an organization with a conservation purpose where the organization maintained that status for at least 2 years prior to the opening of the grant application period that resulted in the transfer of the property interest to the community, pursuant to §170(h) (3) and (4) of the Internal Revenue Code of 1954, as amended, and the applicable implementing regulations. The transferee must document its status as a qualified conservation organization, where applicable. Any request to convey any interest in the property must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of the original mitigation grant conveyance, 44 CFR Part 80 and Hazard Mitigation Grant Program programmatic guidance, and must reference and incorporate the original deed restrictions providing the notice of conditions. The statement must also incorporate a provision for the property interest to revert to the community or State in the event that the transferee ceases to exist or loses its eligible status as defined in 44 CFR §80.19.

Monitoring Reporting and Inspection

HSEMD and the community will work together to ensure that the property is maintained in accordance with land use regulations. Every 3 years, the community must submit documentation to the FEMA Region VII Regional Administrator, through the State of Iowa, certifying that the community has inspected the property with the month preceding the report and that the property continues to be maintained consistent with the provisions of the grant. The State, FEMA and the community have the right to enter the parcel, with notice, in order to inspect the property to ensure compliance with land use regulations.

Relocation Staff

For the owner-occupants participating in the voluntary acquisition program, the Relocation staff, provided by the Grant Administrator, will present the Notice of Relocation Eligibility in person after the City of Bettendorf's offer to purchase is made. They will be available to answer questions at that time and on a phone basis, as needed.

Relocation staff will work with identified tenants if and when investors-owners of residential properties accept Offers to Purchase made by the City of Bettendorf.

Records Retention and Audit Requirements

Records will be maintained for a minimum of three years from the date that HSEMD provides written notification to the City of Bettendorf that the grant has been closed. Records retention must comply with the 44 Code of Federal Regulations (CFR), Section 13.26. Audit requirements will be in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 (provisions of June 1997).

COUNCIL LETTER

MEETING DATE: December 6th, 2022
REQUESTED BY: Kathleen Richlen

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

Resolution approving Human Resources Director to sign the YMCA – Y@Work Membership Agreement as part of the Wellness Program for employees

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

In 2016, through the Wellness Plan, City Council approved a reduced membership at the Life Fitness Center for all eligible employees, spouses and dependents who were on the insurance plan. Recently, the Life Fitness Center was sold, therefore the employees did not have the Life Fitness Center to attend as part of the Wellness program.

The YMCA offers the Y@Work Program that provides memberships to eligible employees, while also participating in the cost of the membership. The Y@Work Program allows eligible employees to utilize YMCA facilities in the Quad Cities as part of the continued health and wellness program provided by the City.

The monthly membership costs are enclosed in the council letter. The membership cost is broken up by overall monthly YMCA membership cost, $20.00 contribution by the City, $10.00 contribution by the Y, and the remainder to be paid by the employee.

Currently, staff has approximately 232 eligible employees for the Y@Work program. Based on employee usage at the Life Fitness Center this past year, and the fact there is an upfront employee cost, staff would estimate approximately 50% participation in this program. Therefore, estimated cost, with employee contribution would be $29,000.

As an added incentive to employees to utilize the Y@Work as part of the Wellness program, the City will reimburse the employee's portion annually as long as the employee completes the required parameters of the Wellness program by utilizing the Y@Work. Currently, an employee must attend and utilize the fitness equipment and/or programs 50 times during the Wellness Program year (June to May). If every employee that is a member of the Y@Work program completes the Wellness Program Requirements for fitness, the cost to the City would be an additional $30,000. Please note that the estimates are based on single and family rates only.

Staff believes this incentive will not only benefit the employees and continuing a healthy lifestyle, but will also assist in maintaining overall insurance costs.

Therefore, staff recommends approving the City contracting with Y@Work and providing the reduced fitness membership for eligible employees and continuing the Health and Wellness Culture.

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

Money is available in the City's Health Insurance fund balance and the General Fund that can be allocated towards these Wellness incentives upon Council approval. Staff will monitor the impact of offering the memberships to employees with future updates to Council.

List Attachments:
Resolution
Wellness Plan

RESOLUTION - 22

RESOLUTION APPROVING HUMAN RESOURCES DIRECTOR TO SIGN THE YMCA – Y@WORK MEMBERSHIP AGREEMENT AS PART OF THE WELLNESS PROGRAM FOR EMPLOYEES

WHEREAS, the City currently has a Wellness Plan that provides reduced membership at the Life Fitness Center; and,

WHEREAS, the Life Fitness Center was sold, therefore removing that location for employees to attend; and,

WHEREAS, the YMCA provides Y@Work Membership for employers to provide to their employees, while the YMCA also contributes a portion of the membership; and,

WHEREAS, City Council would like to approve the Human Resources Director to sign the YMCA – Y@WORK Membership Agreement as part of the Wellness Program for employees, maintaining the Wellness Culture at the City and assist in reducing the overall insurance cost to the City

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the Human Resources Director to sign the YMCA – Y@Work Membership agreement is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of December, 2022

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

WELLNESS PLAN

Mission Statement

The City of Bettendorf Wellness Committee is dedicated to establishing and maintaining an environment that promotes general health by supporting the adoption of attitudes that contribute to positive well-being and providing information, activities and services designed to support healthy lifestyle choices.

1. Annual Physical for employees and their spouses at no cost to them. This is available through the City's Health Insurance plan as part of the preventive services for our employees and spouses.

2. Annual Flu Shots for employees and spouses. On site clinics occur annually in the Fall.

3. Y at Work reduced membership to employees and family members on the insurance plan.

4. Smoke Free Workplace and Smoking Cessation.

5. Employee Assistance Program. Sessions provided by Genesis EAP to all employees and family members.

6. Monthly Wellness Programs. Wellness can come in many forms – physical, mental and financial – these wellness programs are a form of education for all employees. Classes will be provided in various areas and presented at different buildings in the City. Monthly Wellness programs will range from a fitness class (Yoga, Pilates), Personal Training Classes, nutrition classes, weight loss programs, smoking cessation, financial stability programs.

7. Online Assessment Incentive and Coaching from Wellmark for employees, employee's spouse and dependents over the age of 18 that are covered under the City Health Insurance Plan. City will incentize members to participate in a self assessment through the Wellmark Be-Well website. This information will be compiled by Wellmark. Members in risk categories will be coached to educate members and assist them in becoming healthier and elminating the risk factors they are experiencing.

This is a voluntary program for all employees that are currently under the health plan. This plan will be monitored monthly to review affects of plan toward the health and wellness of employees and dependents, as well as assist in reducing the overall cost of the insurance plan for the City.

Y Monthly Rates and Program

		Monthly
Single Adult		
	Y Membership Cost	$ 37.00
	City Portion	$ 20.00
	Y Match	$ 10.00
	Employee Cost	$ 7.00
2 Adult with Youth		
	Y Membership Cost	$ 60.00
	City Portion	$ 20.00
	Y Match	$ 10.00
	Employee Cost	$ 30.00
2 Adults		
	Y Membership Cost	$ 49.00
	City Portion	$ 20.00
	Y Match	$ 10.00
	Employee Cost	$ 19.00
Single with Youth		
	Y Membership Cost	$ 48.00
	City Portion	$ 20.00
	Y Match	$ 10.00
	Employee Cost	$ 18.00

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

City of Bettendorf
Y@Work
Membership Agreement

To create a healthier community, The City of Bettendorf will provide payment for their employees for membership at the YMCA. To obtain matching support from the Y, The City of Bettendorf will be billed monthly by the Y for the company provided portion.

Key elements of the program include:

- The City of Bettendorf will provide a monthly payment of $20 per employee that signs up for a membership at the YMCA of the Iowa Mississippi Valley.
- In support of the City of Bettendorf's investment, the Y will provide a match equal to 50% of the company's reimbursement of $10.
- An invoice will be sent via email the City of Bettendorf on/or about the 25th of each month with a listing of each member enrolled on the plan.
- The City of Bettendorf will pay the Y monthly invoice with a company check or credit card. Invoice terms are **net 15 days** from the date of invoice if paying by check. If a credit card is preferred, the City of Bettendorf will provide the YMCA with credit card billing information (attached). The YMCA will automatically debit this account in the full amount of the invoice on or after the 10th day of the month following the invoice.
- Once billing has been established, the invoice will cover the upcoming month (e.g., the January 25th invoice will cover the membership fee for the month of February)
- The City of Bettendorf will notify the YMCA of the Iowa Mississippi Valley via email at membership@ymcaimv.org if an employee is no longer eligible for membership. The company's billing responsibility for this individual will terminate seven days after the email notification is sent to the Y.
- If the City of Bettendorf decides to modify or terminate their participation in the Y@Work program, the company will provide the Y with a minimum 30 day notice. In the event of termination, Y staff will contact employees with current memberships to establishment personal billing for the continuation of their YMCA membership.
- The YMCA reserves the right to modify or terminate this agreement at any time with a 30 day notice.

In support of a healthier community, the undersigned enter into the agreement as described in this document:

_____ _____

Kathleen Richlen Date

_____ _____

Brad Martell Date
YMCA of the Iowa Mississippi Valley

****

The City of Bettendorf

MEMBERSHIP PARTNERSHIP START DATE: _____

BILLING CONTACT NAME: _____

BILLING CONTACT PHONE: _____

BILLING CONTACT EMAIL:_____

BILLING CONTACT ADDRESS_____

PREFERRED PAYMENT METHOD: Company Check Credit Card

COUNCIL LETTER

MEETING DATE: December 6th, 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 Light Equipment Operator – Sewer position for the Public Works Department

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

Due to a transfer, the Light Equipment Operator - Sewer position is currently vacant. There currently is no valid civil service list, so staff started the recruitment process.

Through the recruitment process, staff received thirty (30) applicants.

Through the Civil Service process of testing and interviews, the Civil Service Commissioners approved a list of two (2) applicants.

The Civil Service List will be valid for one (1) year.

The Light Equipment Operator – Sewer position is a full time, union position with a salary range of $46,993.86 to $74,819.26 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 LIGHT EQUIPMENT OPERATOR – SEWER 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 November 16th, 2022 for the Light Equipment Operator – Sewer position is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of December, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

Bettendorf IOWA 1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

November 16, 2022

The Honorable Mayor and Members of the City Council:

The Bettendorf Civil Service Commission certifies the following is eligible for the position of Light Equipment Operator, Sewer – Public Works.

1. Thomas Scraggs
2. Colin Gilman

This certified list will expire November 15, 2023.

Respectfully,

Jean Z. Dickson
Civil Service Commissioner

Matthew DeBisschop
Civil Service Commissioner

COUNCIL LETTER

MEETING DATE: December 6th, 2022
REQUESTED BY: Kathleen Richlen

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

Resolution approving the job description and recruitment process for the Construction Inspector position for the Public Works Department

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

Due to the retirement of current Construction Inspector, the position will become vacant in January.

Staff reviewed the job description and updated it to reflect the duties of the position.

The Construction Inspector position is a Civil Service Union position. The recruitment process will be dictated by both the Employee Handbook and the Civil Service process. The following steps will be followed once the recruitment process is approved:

1. Position posted internal lateral for 5 business days
2. Position posted internal promotional for 5 business days (if applicable)
3. Position posted external (if applicable)

All applicants must meet the minimum qualifications of the job description in order to be considered a viable candidate. The recruitment process may include testing and the final civil service interview. The recruitment process can take a minimum of a week depending on the qualified internal applicants through internal lateral step, and up to a minimum of 3 months with external postings and testing.

This position is a full time, union position with a salary range of $55,249.38 to $80,801.55 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 AND RECRUITMENT PROCESS FOR THE CONSTRUCTION INSPECTOR POSITION FOR THE PUBLIC WORKS DEPARTMENT

WHERAS, current Construction Inspector position will become vacant due to retirement; and,

WHEREAS, staff reviewed the duties of the position and updated the job description accordingly; and,

WHEREAS, City Council wishes to approve the job description and recruitment process for the Construction Inspector position for the Public Works Department

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa that the job description and recruitment process for the Construction Inspector position is hereby approved.

PASSED, APPROVED and ADOPTED this 6th day of December, 2022.

_____
Mayor Robert S. Gallagher

Attest:

_____
City Clerk Decker P. Ploehn

JOB DESCRIPTION

Title: Construction Inspector
FLSA: Non-exempt
Pay Grade: 115
Department: Public Works

GENERAL SUMMARY:

Under general direction of the Public Works Construction Supervisor, performs inspection and quality assurance on public works and private development sites and projects. Conducts tests of construction materials. Ensures tests are conducted in accordance with standard methods. Analyzes test results and identified discrepancies in test results. Alerts contractors of discrepancies in test results.

PRIMARY RESPONSIBILITIES AND DUTIES:

1. Inspects construction sites and projects for conformance to plans and specifications.

2. Tests construction materials, selects sample materials, makes concrete test cylinders or beams and operates test equipment.

3. Analyzes test results, identifies test discrepancies, verifies the reliability of the discrepancies and informs contractor or the contractor's representative of the discrepancy.

4. Ensures that tests are conducted in accordance with Standard Specifications and methods and that test samples are properly cured and transported to the testing laboratory.

5. Advises the Public Works Construction Supervisor of deviations from plans and specifications.

6. Maintains accurate records of work performed, uncorrected irregularities, and lost time due to inclement weather.

7. Operates snow removal equipment such as pick-up truck with snow-plow and snow-blowers, as required.

8. Must be able to obtain a PCCI, HMAI and an AGGI within three (3) years of hire.

9. Performs other related job duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

Education: Requires a level of knowledge normally acquired through the successful completion of high school or a GED equivalency. Requires the completion of the Civil Service examination and meeting additional requirements as stated in the Code of Iowa.

Experience:
Three (3) years of responsible experience in paving and/or sewer construction or other municipal and public works projects experience. Ability to demonstrate an understanding of construction principles and practices is required. Has the ability to operate a personal computer using program applications, such as Microsoft Office products (Word, Excel, Outlook), and other software appropriate to assigned duties and responsibilities. The successful candidate must possess a valid driver's license.

Interpersonal Skills:
Requires excellent interpersonal skills necessary to effectively communicate with co-workers, other City employees, contractors, vendors and respond to requests made by the general public. Must be an effective team player and requires the ability to work independently.

Analytical Ability:
Requires the ability to select random samples, conduct various tests, and analyze test results. Identifies discrepancies in test results and uses intermediate mathematics to calculate quantities and volumes.

Working Conditions:
Requires the ability to work outdoors in a wide range of weather conditions ranging from mild to severe. This position will be required to work long hours during the construction season, including Saturdays. Exposed to potentially caustic chemicals, raw sewerage and storm water. Requires occasional heavy exertion involving the lifting of manhole covers and catch basin grates sometimes weighing over 100 pounds.

Work Schedule:
Generally 7:00 a.m. to 3:30 p.m. Monday through Friday with a half-hour unpaid lunch. Hours may vary based on contractor scheduling or needs of the department. Must be available outside of and in addition to these hours for emergency activities. Will be required to be on call for snow removal from November 15 and ending March 31 of every year.

REPORTING RELATIONSHIPS:

A. Reports to: Public Works Construction Supervisor

B. Supervises: Job is not responsible for the supervision of other employees.

November, 2022

COUNCIL LETTER

MEETING DATE: December 6, 2022
REQUESTED BY: Keith Kimball

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

Resolution approving the purchase of one (1) Metrohm TacticID-N Plus Handheld Spectrometer direct from the manufacturer. Total cost not to exceed $26,712.00.

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

This device utilizes a laser to test suspected narcotics including methamphetamine, heroin, and synthetic opioids. The use of a laser allows the device to test substances while they remain inside plastic, paper, and glass packaging. Since this device can complete testing through packaging materials, the direct contact police officers and other department employees have with these dangerous substances will be reduced.

The police department evaluated and received quotes from two vendors for this project. Metrohm was the preferred device after evaluating both products. Methohm also provided the lowest quote.

The Bettendorf Police Department applied for a Scott County Regional Authority Grant for this equipment. We were awarded full funding in the amount of $33,073.00. Through continued negotiations with the manufacturer, we have been able to reduce the purchase price to $26,712.00

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

Purchase price will be reimbursed by SCRA grant funding.

List Attachments

Resolution
Quotes

RESOLUTION NO. - 22

RESOLUTION APPROVING THE PURCHASE OF ONE (1) METROHM TACTICID-N PLUS HANDHELD SPECTROMETER

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Chief of Police be authorized to purchase one (1) Metrohm TacticID-N Plus Handheld Spectrometer direct from the manufacturer. Total cost not to exceed $26,712.00.

PASSED, APPROVED, and ADOPTED this 6th day of December, 2022

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

SCOTT COUNTY
REGIONAL AUTHORITY

November 30, 2022

Mr. Andrew Champion
City of Bettendorf Police Department
1609 State Street
Police Department
Bettendorf, IA 52722

Dear Mr. Champion:

The Scott County Regional Authority (SCRA) is pleased to confirm a grant award for ***Handheld Non-Conact Spectral Drug Analyzer*** in the amount of ***$33,073.00.*** The Grant Award Number is ***222105*** and must be included on all correspondence and invoices.

Please note that special conditions, if any, regarding this grant are contained in the Grant Agreement.

Please read the Grant Agreement carefully to ensure compliance with all terms. **Payment will not be sent until invoices or bills are received.** Requests for payment of expenses outside the scope of the grant will be denied. This Agreement **must be signed and initialed** by both the responsible fiscal agent of the organization **and** the grant recipient/contact person responsible for implementation of the grant project and uploaded into the SCRA online grant portal no later than **December 31, 2022.**

All grants awarded under the **fall 2022** cycle must be utilized from **December 1, 2022 through November 30, 2023**. SCRA must be billed by **January 31, 2024** or sooner if grant funds have been spent. Requests for payment with proper documentation as specified in the Grant Agreement must be submitted through the SCRA online grant portal.

Sincerely,

Board of Directors
Scott County Regional Authority

REVISED QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

Delivery Address
City of Bettendorf Police Department
1609 State Street

Bettendorf, IA 52722
United States

Delivery Contact
Andrew Champion
Phone: 563-344-4471
Email: achampion@bettendorf.org

Valid dates ..... 10/14/2022 - 11/13/2022
Payment Terms ..... On Approved Credit

Shipping Method ..... Best Way (UPS)
Terms of Delivery ..... FOBD - prepay and add

Dear Andrew

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest.

To Place order the following are required:

- Purchase order MUST reference Quote #: QUO-88393-X6X3M8
- Reference deviations from Metrohm USA T&C
- If this purchase is Tax Exempt, you must supply a Tax Exempt certificate with Purchase Order.
- Emailed or Faxed to Customer Support Department
    - Email: CustomerSupport@Metrohmusa.com
    - Fax: 813-316-4900

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

Brian Goodyear

804.661.6111
brian.goodyear@metrohmusa.com

TO PLACE YOUR ORDER
Email: customersupport@metrohmusa.com
Metrohm USA, Inc.
9250 Camden Field Parkway, Riverview, FL 33578
Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com
Credit card payments incur a 3% surcharge *FOBD PrePay & Add

REUISED Quote

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

Line	Item no.	Description	Qty.	Unit Price	Total
1	**BWT-840000994**	BWS496PS-785N:TacticID-N Plus	1	$23,900.00	**$23,900.00**
2	**BWT-840000491**	TID-RAA: Right Angle Adaptor	1	$544.00	**$544.00**
3	**607506400**	Mira Narcotics ID Kit	5	$22.00	**$110.00**
4	**BWT-840001216**	TDL-PS-NPS: TacticID Plus NPS Library	1	$1,306.00	**$1,306.00**
5	**BWT-840001219**	TDL-PS-FEN: TacticID Plus FEN Library	1	$852.00	**$852.00**
Total Amount					**$26,712.00**

Metrohm's Standard installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.

Metrohm USA offers a 3-year limited warranty on all new Metrohm Instruments. For complete details, please see our warranty statement here.

Please click here for Metrohm USA standard terms and conditions.

Leasing options available

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com

Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

REVISED QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

General Terms and Conditions

Pricing. The above prices and terms are valid for final destination as defined by this quotation. This quotation expires 30 days after date of issue, unless otherwise specified on the first page of this document. Shipments are F.O.B. point of shipment and all title to the equipment and risk of loss and injury shall pass to the buyer upon the transfer of the Equipment to the freight carrier.

Credit Terms. Unless otherwise agreed to in writing, all customer payment terms will be set at Net 30 days after the date of invoice, subject to credit approval. METROHM USA, INC. may require customer to provide a signed credit application prior to establishing payment terms. In some circumstances, partial or upfront payment in advance of purchase maybe necessary, as dictated by customer credit. Please see invoice document for payment remittance information.

Collections Activity. Purchaser may be required to pay interest on any amounts past due at the rate of one (1%) percent per month or as allowable by applicable law, whichever is greater. METROHM USA, INC. reserves and retains a security interest in the Equipment shipped to customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, the Buyer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA, INC. in connection therewith.

Taxes. METROHM USA, INC. standard prices do not include applicable sales, services, use, or similar taxes. The amount of any such tax which METROHM USA, INC. may be required to pay or collect will be added to the invoice and paid by the Buyer unless the Buyer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA, INC. by Buyer is subsequently, through no fault of METROHM USA, INC., determined to be invalid, METROHM USA, INC. will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Buyer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by the Buyer.

Product Returns. Items returned for customer convenience (and not for product or part failure or warranty issues) will be subject to a 20% restocking fee ($100 minimum). Customers must contact METROHM USA, INC. customer support (via customersupport@METROHMUSA.com) for a Return Authorization Number (RA#) within 14 days of shipment from METROHM USA, INC. to be eligible for return credit. Customers must return items within 10 days of receiving RA #. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories.

Warranties. The equipment listed in this quotation is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to the original Customer, provided that the Equipment has been maintained and operated in strict conformity with the Operating Instructions. See our website for more details and to see our industry leading Warranty.Statement.(https://www.metrohm.com/en_us/service/quality-service/warranty.html)

DISCLAIMERS. THE EXPRESS WARRANTIES IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS PURCHASED FROM METROHM USA, INC. METROHM USA, INC. EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, METROHM USA, INC. DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR INSTRUMENTS COMPRISING THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability. In no event shall METROHM USA, INC. be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA, INC. In no event shall any liability of METROHM USA, INC. arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by BUYER to METROHM USA, INC. for such article. The remedies provided herein are BUYER'S sole and exclusive remedies, and METROHM USA, INC. shall not be liable for any other claim or damages of any kind related to the products or services.

Intellectual Property. The Sale of equipment to Buyer will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment.

Indemnification. Buyer agrees to indemnity, defend and hold harmless METROHM USA, INC. and its directors, officers, employees, agents, successors and assigns (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Buyer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent cause by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of this quotation.

Buyers Delegation. The Buyer may not assign or delegate any of its rights or obligations under any quotation without the prior written consent of METROHM USA, INC. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. This quotation shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this quotation.

Miscellaneous. The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation.

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com

Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

ORIGINAL QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

Delivery Address	**Delivery Contact**
City of Bettendorf Police Department 1609 State Street Bettendorf, IA 52722 United States	Andrew Champion Phone: 563-344-4471 Email: achampion@bettendorf.org

Valid dates	9/9/2022 - 10/9/2022	**Shipping Method**	Best Way (UPS)
Payment Terms	On Approved Credit	**Terms of Delivery**	FOBD - prepay and add

Dear Andrew

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest.

To Place order the following are required:

- Purchase order MUST reference Quote #: QUO-88393-X6X3M8
- Reference deviations from Metrohm USA T&C
- If this purchase is Tax Exempt, you must supply a Tax Exempt certificate with Purchase Order.
- Emailed or Faxed to Customer Support Department
    - Email: CustomerSupport@Metrohmusa.com
    - Fax: 813-316-4900

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

Raj Sengar

832.367.9383
raj.sengar@metrohmusa.com

TO PLACE YOUR ORDER
Email: customersupport@metrohmusa.com
Metrohm USA, Inc.
9250 Camden Field Parkway, Riverview, FL 33578
Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com
Credit card payments incur a 3% surcharge *FOBD PrePay & Add

ORIGINAL QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

Line	Item no.	Description	Qty.	Unit Price	Total
1	**BWT-840000994**	Handheld Raman system embedded with spectral library of over 1000 narcotic, pharmaceutical drug, precursor and cutting agents. The library material is traceable and spectra are embedded in a closed system that cannot be modified by the user. Color coded results and GHS and NFPA704 safety info displayed on high-brightness and resolution screen. Includes on-board camera. Patented 785nm CleanLaze® narrow linewidth, wavelength-stabilized excitation laser with adjustable power up to 300mW. Raman shift spectral range of 176-2900 cm-1 at a center resolution of around 9cm-1 @ 912nm. Standard shaft with 6mm working distance and sampling accessories for powder, solid and liquid samples included. Touch screen in a protective tight fit rubber jacket and custom IP-65 packaging provides a dust proof, water resistant and washable package. Data communication via Wi Fi, Bluetooth or USB with personal computer. Directly write reports to USB or sync to secure database (TID Plus). TID Plus and embedded TOS Plus software are included. System includes multi-language support. Library includes greater than 1,000 spectra of narcotics, pharmaceutical drug, precursor and cutting agents. TacPac for SERS measurement of low-dose substances included. Accessories Included: TID-PWA: Power adapter with international plugs; TID-BAT: One rechargeable battery; TID-PAS: Point and shoot adapter; TAP-KIT-T: SERS Analysis kit TID-PCC: Validation cap with built-in ASTM standard polystyrene; TID-LVH: Liquid vial holder adapter, compatible with 15mm diameter vials; TID-LGV DIA15: 15mm-diameter borosilicate glass vials, pack of 6; TID-CAP-N: One shaft protection cap; TID-STY: Stylus/Pen combo for TacticID touch screen; TID-USB: USB 2.0 Cable with USB-A to microUSB-A connections for Handheld 1064nm systems and Tactic ID Plus; TID OHC: USB on-the-go (OTG) host cable for transfer data between USB flash drive and handheld system; NR GOG: Laser Safety Goggles. TID- SFW-PS: USB drive containing TacticID Plus TID software for PC, TID installation package and TacticID Plus User Manual TID-CRC: All packaged and shipped in a rugged carrying case..	1	$28,087.00	**$28,087.00**
2	**BWT-840000491**	TacticID Right Angle Adaptor	1	$466.00	**$466.00**
3	**607506400**	Mira Narcotics ID Kit	5	$22.00	**$110.00**

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com

Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

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ORIGINAL QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

Line	Item no.	Description	Qty.	Unit Price	Total
4	**BWT-840001216**	Dedicated NPS (New Psychoactive drugs) library for TacticID Plus series. Contains more than 450 different types new stimulant, synthetic cannabinoid, designer drug, hallucinogen, etc.	1	$1,924.00	**$1,924.00**
5	**BWT-840001219**	Extended Fentanyl library for TacticID Plus series. Contains more than 200 different types fentanyl.	1	$2,486.00	**$2,486.00**
Total Amount					**$33,073.00**

Metrohm's Standard installation service provides you with all aspects of quality assurance and is the ideal installation product for laboratories operating outside of a regulated environment. In accordance with detailed instructions, your system is properly installed and tested to verify functionality.

Metrohm USA offers a 3 year limited warranty on all new Metrohm Instruments. For complete details, please see our warranty statement at https://www.metrohm.com/en_us/service/quality-service/warranty.html

Please refer to www.metrohmusa.com/Metrohm/How-To-Buy.html for Metrohm USA standard terms and conditions.

Leasing options available

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com

Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

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ORIGINAL QUOTE

Metrohm USA Inc.

SALES QUOTATION

Quotation Number QUO-88393-X6X3M8-0

General Terms and Conditions

Pricing. The above prices and terms are valid for final destination as defined by this quotation. This quotation expires 30 days after date of issue, unless otherwise specified on the first page of this document. Shipments are F.O.B. point of shipment and all title to the equipment and risk of loss and injury shall pass to the buyer upon the transfer of the Equipment to the freight carrier.

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Collections Activity. Purchaser may be required to pay interest on any amounts past due at the rate of one (1%) percent per month or as allowable by applicable law, whichever is greater. METROHM USA, INC. reserves and retains a security interest in the Equipment shipped to customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, the Buyer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA, INC. in connection therewith.

Taxes. METROHM USA, INC. standard prices do not include applicable sales, services, use, or similar taxes. The amount of any such tax which METROHM USA, INC. may be required to pay or collect will be added to the invoice and paid by the Buyer unless the Buyer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA, INC. by Buyer is subsequently, through no fault of METROHM USA, INC., determined to be invalid, METROHM USA, INC. will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Buyer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by the Buyer.

Product Returns. Items returned for customer convenience (and not for product or part failure or warranty issues) will be subject to a 20% restocking fee ($100 minimum). Customers must contact METROHM USA, INC. customer support (via customersupport@METROHMUSA.com) for a Return Authorization Number (RA#) within 14 days of shipment from METROHM USA, INC. to be eligible for return credit. Customers must return items within 10 days of receiving RA #. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories.

Warranties. The equipment listed in this quotation is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to the original Customer, provided that the Equipment has been maintained and operated in strict conformity with the Operating Instructions. See our website for more details and to see our industry leading Warranty.Statement.(https://www.metrohm.com/en_us/service/quality-service/warranty.html)

DISCLAIMERS. THE EXPRESS WARRANTIES IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS PURCHASED FROM METROHM USA, INC. METROHM USA, INC. EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, METROHM USA, INC. DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR INSTRUMENTS COMPRISING THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability. In no event shall METROHM USA, INC. be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA, INC. In no event shall any liability of METROHM USA, INC. arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by BUYER to METROHM USA, INC. for such article. The remedies provided herein are BUYER'S sole and exclusive remedies, and METROHM USA, INC. shall not be liable for any other claim or damages of any kind related to the products or services.

Intellectual Property. The Sale of equipment to Buyer will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment.

Indemnification. Buyer agrees to indemnity, defend and hold harmless METROHM USA, INC. and its directors, officers, employees, agents, successors and assigns (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Buyer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent cause by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of this quotation.

Buyers Delegation. The Buyer may not assign or delegate any of its rights or obligations under any quotation without the prior written consent of METROHM USA, INC. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. This quotation shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this quotation.

Miscellaneous. The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation.

TO PLACE YOUR ORDER

Email: customersupport@metrohmusa.com

Metrohm USA, Inc.

9250 Camden Field Parkway, Riverview, FL 33578

Toll-free: 866-METROHM (638-7646) • Fax: 813-316-4900 • www.metrohm.com

Credit card payments incur a 3% surcharge *FOBD PrePay & Add

COMP 2ND QUOTE

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00283577	09/14/2022	6 Weeks ARO	1 / 7
Contact:	**Phone**	**Payment Term**	**Valid To**
Jayson Tornberg	(908) 310-7418	Net 30	12/30/2022
Inco Terms		**Shipping Method**	
FOB Origin - Tewksbury, MA		Fed Ex	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Andrew Champion
Lieutenant
Bettendorf Police Department
1609 State Street
Bettendorf, Iowa 52722
United States

Phone: 563-344-4471
Email: achampion@bettendorf.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:
Contact: Jayson Tornberg
Phone: (908)310-7418
Fax:
Email: jayson.tornberg@thermofisher.com
Additional instructions, terms & conditions on last page

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01043-01	**TruNarc, Unlimited, Warranty - 3 Yrs, Train-12** TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.	USD 34,900.00	1.00	USD 34,900.00

Subtotal: **USD 34,900.00**
Surcharge Total: **USD .00**
Total: **USD 34,900.00**

Excludes Taxes and Import Fees

Fully Insured 2nd Day Federal Express delivery in U.S., Canada, and Puerto Rico

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

Quote: JT-00283577

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order Number

E-mail to: pai.sales.ops@thermofisher.com **Fax to: 1-877-680-2568**

Order Processing Address:
jayson.tornberg@thermofisher.com
Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:
Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

Bettendorf Police Department
1609 State Street
Bettendorf, Iowa 52722
United States

Ship to:

Bettendorf Police Department
1690 State Street
Bettendorf, Iowa 52722
United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

_____

_____

_____

_____

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. GENERAL. Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. RETURN OF PRODUCTS/RESTOCKING CHARGE. Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event(a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS ($1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"),THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS ($1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS ($10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

COUNCIL LETTER

MEETING DATE: December 6, 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 GREAT COMMUNITY.

ITEM TITLE:

RESOLUTION APPROVING AN ANNUAL MOBILE FOOD UNIT LICENSES FOR EGGROLL EXPRESS

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

The Licensing of these mobile food units contributes to the mission of a growing, competitive business environment. The applicant has submitted the necessary documentation to issue the respective license and/or permits as required by City of Bettendorf's Municipal Code, Ordinance 09-18, adopted May 1, 2018.

ATTACHMENTS:

- **Resolution**

RESOLUTION _____ - 22

RESOLUTION APPROVING AN ANNUAL MOBILE FOOD UNIT LICENSE FOR EGGROLL EXPRESS

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Bettendorf Municipal Code, Ordinance 09-18 that was adopted on May 1, 2018, the aforementioned renewal(s) is hereby approved.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

COUNCIL LETTER

MEETING DATE: December 6, 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 Red Ginger and Big 10 Mart #62 (Middle Road location) 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:

Red Ginger and Big 10 Mart #62 (Middle Rd location)

BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa, that pursuant to Iowa Code Chapter 123 the applications be approved; and

BE IT FURTHER RESOLVED that the City Clerk is herewith directed to certify to the Iowa Department of Commerce, Alcoholic Beverages Division, the City Council's approval of said applications.

PASSED, APPROVED AND ADOPTED this 6th day of December, 2022.

_____
Robert S. Gallagher, Mayor

ATTEST:

_____
Decker P. Ploehn, City Clerk

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00100002330000		WAGEWORKS	11/15/2022	2300268	INV4414021	1,339.61	flex claims
		00100002211000		TREASURER, STATE OF IOWA	11/18/2022	2300259	0-002-281-932B	327.10	october sales tax Recreation
	GENERAL FUND	00100002330000		WAGEWORKS	11/22/2022	2300269	INV4434109	2,508.65	flex claims
		00100002330000		WAGEWORKS	11/08/2022	2300267	INV4390377	4,513.00	flex claims
		00100003330300		SCHEBLER HEATING AND AIR	12/07/2022	119493	2208-0272-MEC	280.00	CANCELLED MECH PERMIT REF UND 80% OF$350 FEE
	GENERAL FUND - Summary							**8,968.36**	
		81000002050800		INTERNAL REVENUE SERVICE	11/04/2022	2300245	51922793A	66,970.96	fica w/h tax
		81000002052300		CITY OF BETTENDORF/125 PLAN	11/18/2022	119343	20221118	2,054.54	PAYROLL SUMMARY
		81000002051900		COLLECTION SERVICES CENTER	11/04/2022	2300250	2214561	1,901.57	child/spouse support
		81000002052300		GREAT AMERICAN PLAN ADMINISTRATORS	11/04/2022	2300243	PR DATE 11/04	582.54	11/04 contributions
		81000002051000		IPERS COLLECTIONS	11/04/2022	2300248	121022101	34,705.60	employee share ipers
		81000002050400		MUNICIPAL FIRE & POLICE	11/04/2022	2300241	11/04 PAY DATEC	24,276.67	city share fire pension
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	11/18/2022	119350	20221118	61.10	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002051500		LEGALSHIELD	12/02/2022	119391	20221202	85.73	PAYROLL SUMMARY
		81000002050500		INTERNAL REVENUE SERVICE	11/04/2022	2300245	51922793	76,992.55	federal w/h
		81000002051500		AMERICAN FUNDS ROTH IRA WIRE	11/04/2022	2300251	110422	25.00	after tax roth ira contributions
		81000002059900		BETTENDORF POLICE BENEVOLENT FUND	11/18/2022	119339	20221118	102.00	PAYROLL SUMMARY
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	12/02/2022	119384	20221202	218.35	PAYROLL SUMMARY
		81000002059900		CITY OF BETTENDORF	11/18/2022	119340	20221118	66.26	PAYROLL SUMMARY
		81000002051900		STATE DISBURSEMENT	11/18/2022	119349	20221118	600.00	PAYROLL SUMMARY

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				UNIT					
		81000002050600		TREASURER,STATE OF IOWA	11/04/2022	2300246	002-193-466	29,858.74	11/04 pay date ia w/h tax
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/02/2022	119388	20221202	4,679.72	PAYROLL SUMMARY
		81000002052300		CITY OF BETTENDORF/125 PLAN	11/18/2022	119342	20221118	4,560.97	PAYROLL SUMMARY
		81000002052300		ANCHOR NATIONAL LIFE INSURANCE CO	11/18/2022	119338	20221118	227.89	PAYROLL SUMMARY
		81000002050900		INTERNAL REVENUE SERVICE	11/04/2022	2300245	51922793B	24,770.70	medicare w/h tax
		81000002052100		CITY OF BETTENDORF	12/02/2022	119387	20221202	17,406.83	PAYROLL SUMMARY
		81000002052300		LINCOLN LIFE	12/02/2022	119392	20221202	1,072.05	PAYROLL SUMMARY
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	12/02/2022	119394	20221202	247.74	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002052800		ICMA RETIREMENT TRUST - 457	11/04/2022	2300240	PR 11/21/22A	2,656.60	457 loan payments
		81000002050200		MUNICIPAL FIRE & POLICE	11/04/2022	2300241	11/04 PAY DATEA	38,236.40	city share police pension
		81000002051500		AFLAC	11/04/2022	2300242	PR DATE 11/04	120.58	ci wrap contributions
		81000002052300		ICMA RETIREMENT TRUST - 457	11/04/2022	2300240	PR 11/21/22	57,283.83	457 contributions
		81000002059900		MARSHA L COMBS-SKINNER	12/02/2022	119393	20221202	141.24	PAYROLL SUMMARY
		81000002052300		LINCOLN LIFE	11/18/2022	119346	20221118	1,038.15	PAYROLL SUMMARY
		81000002051200		MUNICIPAL FIRE & POLICE	11/04/2022	2300241	11/04 PAY DATEB	9,548.15	emp share fire pension
		81000002052200		CITY OF BETTENDORF	11/18/2022	119341	20221118A	210.00	PAYROLL SUMMARY
		81000002059900		CITY OF BETTENDORF	12/02/2022	119386	20221202	121.41	PAYROLL SUMMARY
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	12/02/2022	119383	20221202	50.00	PAYROLL SUMMARY
		81000002051100		MUNICIPAL FIRE & POLICE	11/04/2022	2300241	11/04 PAY DATE	15,038.63	employee share police pension

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		81000002059900		IOWA C.O.P.S.	11/04/2022	2300244	PR DATE 11/04	50.00	11/04 contributions 2022
		81000002052300		PACIFIC LIFE INSURANCE COMPANY	11/18/2022	119348	20221118	247.74	PAYROLL SUMMARY
		81000002052200		CITY OF BETTENDORF	12/02/2022	119387	20221202A	210.00	PAYROLL SUMMARY
		81000002052100		CITY OF BETTENDORF	11/18/2022	119341	20221118	17,179.17	PAYROLL SUMMARY
		81000002052300		NATIONWIDE RETIREMENT SOLUTIONS	11/04/2022	2300249	PR 11/04	1,000.53	457 contributions
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/02/2022	119390	20221202	1,562.03	PAYROLL SUMMARY
		81000002052000		UNITED WAY OF THE QUAD CITIES AREA	11/04/2022	2300239	PR DATE 11/04	690.76	11/04/22 contributions
		81000002051500		ICMA RETIREMENT TRUST - 457	11/04/2022	2300240	PR 11/21/22B	2,870.93	after tax roth ira
		81000002051500		WASHINGTON NATIONAL LIFE INSURANCE	12/02/2022	119396	20221202	61.10	PAYROLL SUMMARY
	LIABILITY CLEARING ACCT.	81000002051900		STATE DISBURSEMENT UNIT	12/02/2022	119395	20221202	600.00	PAYROLL SUMMARY
		81000002051500		LEGALSHIELD	11/18/2022	119345	20221118	85.73	PAYROLL SUMMARY
		81000002052300		CITY OF BETTENDORF/125 PLAN	11/18/2022	119344	20221118	1,562.03	PAYROLL SUMMARY
		81000002052300		CITY OF BETTENDORF/125 PLAN	12/02/2022	119389	20221202	2,367.04	PAYROLL SUMMARY
		81000002059900		BETTENDORF POLICE BENEVOLENT FUND	12/02/2022	119385	20221202	102.00	PAYROLL SUMMARY
		81000002050700		ILLINOIS DEPARTMENT OF REVENUE	11/04/2022	2300247	0-116-975-952	2,917.00	illinois state w/h tax
		81000002059900		MARSHA L COMBS-SKINNER	11/18/2022	119347	20221118	141.24	PAYROLL SUMMARY
		81000002051500		AMERICAN FUNDS SERVICE COMPANY	11/18/2022	119337	20221118	50.00	PAYROLL SUMMARY
		81000002051000		IPERS COLLECTIONS	11/04/2022	2300248	121022101A	52,085.92	city share ipers
	LIABILITY CLEARING ACCT. - Summary							**499,695.72**	

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	LIFE FITNESS CTR FUND	57000002211000		TREASURER, STATE OF IOWA	11/18/2022	2300259	0-002-281-932	-1,589.20	october sales tax LFC
	LIFE FITNESS CTR FUND - Summary							**-1,589.20**	
	PALMER HILLS GOLF COURSE	56000002211000		TREASURER, STATE OF IOWA	11/18/2022	2300259	0-002-281-932A	4,937.89	october sales tax PHGC
	PALMER HILLS GOLF COURSE - Summary							**4,937.89**	
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	2395 TECHMIDDLE	98.52	unclmd prop refund cr bal on final bill moss apt
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	127 BENTON	90.64	unclmd prop refund cr bal on final bill cntrlavetap
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	7344 KINDLEWOOD	0.34	unclmd prop refund cr bal on final bill Anderson
		52000001130000		JEFF HARTMAN	12/07/2022	119453	1531 25TH ST	98.35	Sewer Refund
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	3314 JONATHAN	32.28	unclmd prop refund cr bal on final bill Norton
		52000002211000		TREASURER, STATE OF IOWA	11/28/2022	2300255	2234524	7,696.37	Monthly October Return
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	3818 CREEK	117.90	unclmd prop refund cr bal on final bill Ruhl & Ruhl
	SEWER UTILITY	52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	466N 1225TH AVE	35.00	unclmd prop refund cr bal on final bill Rogers
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	081821 UNCLAIM	460.46	unclmd prop Teri Keeley orig ck#113158
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	081821 UNCLAIM	191.74	unclmd prop Corey Jentz orig ck#113154
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	890JUNETERRACE	100.00	unclmd prop refund cr bal on final bill Rosenthal
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	7735 STATELINE	0.02	unclmd prop refund cr bal on final bill Strauss
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	1812 PARKWAY	302.66	unclmd prop refund cr bal on final bill Delp
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	605 NEVADA	1.00	unclmd prop refund cr bal on final bill Gakuszka

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		52000001130000		CONTRERAS, COURTNEY	11/30/2022	119368	3117 MAGNOLIADR	159.02	Double Payment on Sewer Bill
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	1826 OAK GRANT	2.76	unclmd prop refund cr bal on final bill Beale
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	41 SUTTON	69.33	unclmed prop refund cr bal on Final Bill Mattson
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	2356 HAWTHORNE	1.42	unclmd prop refund cr bal on final bill Kalal
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	2028 420TH AVE	0.53	unclmd prop refund cr bal on final bill Munck
		52000001130000		KECK WILLIAM	12/07/2022	119456	3139MERIDITHWAY	641.23	Sewer Refund
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	825 15TH ST	172.30	unclmd prop refund cr bal on final bill Morton
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	PO BOX 2029	5.10	unclmd prop refund cr bal on final bill soto
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	334 E KEARNEY	0.30	unclmd prop refund cr bal on final bill steffens
	SEWER UTILITY	52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	4812 WHITE	0.05	unclmd prop refund cr bal on final bill Mcfadden
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	2914 LINDEN	97.31	unclmd prop refund cr bal on final bill vogt
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	3400 MAPLECREST	0.15	unclmd prop refund cr bal on final bill Norton
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	3129 52ND	490.43	unclmd prop refund cr bal on final bill Srinivasan
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	10311 SCARLET	0.24	unclmd prop refund cr bal on final bill Robinson
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	5745 CALIFORNIA	744.55	unclmd prop refund cr bal on final bill Webster
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	2007 MISS BLVD	7.95	unclmd prop refund cr bal on final bill e Franklin
		52000001130000		TREASURER, STATE OF IOWA	10/31/2022	2300238	4575 HAMILTON	7.33	unclmd prop refund cr bal on final bill Mcgure
		52000001130000		TREASURER, STATE OF	10/31/2022	2300238	7735 CYPRESS	8.69	unclmd prop refund cr bal on final bill

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	SEWER UTILITY			IOWA					Kalal
	SEWER UTILITY - Summary							**11,633.97**	
	SOLID WASTE/RECYCLING ENT	55000002211000		TREASURER, STATE OF IOWA	11/28/2022	2300255	2234524B	43.75	Monthly October Return
	SOLID WASTE/RECYCLING ENT - Summary							**43.75**	
	STORM WATER UTILITY	58000002211000		TREASURER, STATE OF IOWA	11/28/2022	2300255	2234524A	9,456.46	Monthly October Return
	STORM WATER UTILITY - Summary							**9,456.46**	
- Summary								**533,146.95**	
		40050504802290	PW0544	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59950	164.00	2022 ALLEY REHAB TESTING
		40050504802307	PW0568	RIVERSTONE GROUP INC.	12/07/2022	119488	1172167	637.46	BOULDERS ON SPRUCE HILLS
		40050504802299	CD0080	IOWA ILLINOIS TAYLOR INSULATION	11/16/2022	119335	22022721	15,630.00	1106 HAWTHORNE DR Aspestos Removal
		40050504802290	PW0544	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH32885	536.00	2022 ALLEY REHAB TESTING
		40050504802307	PW0381	RIVERSTONE GROUP INC.	12/07/2022	119488	1173875	189.67	SAND FOR TRENCH
		40050504802299	CD0104	TAYLOR RIDGE DRILLED FOUNDATIONS	12/07/2022	119497	I-1528-A	13,900.00	MAST ARM FOUNDATION Drilling
CAPITAL PROJECTS	CAPITAL PROJECTS	40050504802290	PW0562	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59994	359.50	2022 FULL DEPTH PATCH TESTING
		40050504802290	PW0550	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59977	246.00	2022 SIDEWALK REPAIR TESTING
		40050504802290	PW0039	IMEG CORP	12/07/2022	119441	22000616.00-4	1,700.00	SURVEY FOR MIDDLE PARK
		40050504802299	CD0080	SCOTT COUNTY TREASURER	12/07/2022	119496	645098	650.97	Tax Payment Lot 087 Hawthorne Hills 1st add
		40050504802307	PW0381	RIVERSTONE GROUP INC.	12/07/2022	119488	1173876	77.22	SAND FOR TRENCH
		40050504802290	PW0558	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH32882	717.40	KYNNELWORTH DR RECONST TESTING
		40050504802290	PW0518	TERRACON	12/07/2022	119498	TH33431	244.00	2022 FULL DEPTH PATCH

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				CONSULTANTS, INC.					TESTING
		40050504802299	PK0196	PLEASANT VALLEY COMMUNITY SCHOOL	11/16/2022	119336	103122	453,951.04	Reimbursement of FG 28E Projects
		40050504802290	PW0558	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59946	808.00	KYNNELWORTH DR RECONST TESTING
		40050504802290	PW0550	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH32884	512.00	2022 SIDEWALK REPAIR TESTING
		40050504802307	CD0104	REPUBLIC COMPANIES	12/07/2022	119485	6183018-00	35.44	ELECTRICAL MATERIALS
		40050504802290	PW0518	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59738	398.00	2022 FD PATCH TESTING
	CAPITAL PROJECTS	40050504802307	CD0067	BOYLERS ORNAMENTAL IRON, INC.	12/07/2022	119410	22171404C	3,748.34	ELECTRICAL MOUNTS
		40050504802290	PW0556	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59941	384.00	2022 STREET RESURF TESTING
		40050504802307	2CD009	BOYLERS ORNAMENTAL IRON, INC.	12/07/2022	119410	22171404	3,748.33	ELECTRICAL MOUNTS
CAPITAL PROJECTS		40050504802307	CD0102	GRAYBAR (DATA)	12/07/2022	119433	9329515421	24.00	FIBER COUPLINGS
		40050504802307	CD0067	TERRY-DURIN COMPANY	12/07/2022	119499	105408-00	785.89	METER SOCKET
		40050504802290	PW0533	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59916	519.50	TANGLEWOOD RD RECONST TESTING
		40050504802307	CD0102	GRAYBAR (DATA)	12/07/2022	119433	9329533276	781.77	ELECTRICAL MATERIALS
	CAPITAL PROJECTS - Summary							**500,748.53**	
	DOWNTOWN IMPROVEMENTS	00350504802299	DT0032	CORN CRIB NURSERY	12/07/2022	119418	4637	275.00	IRRIGATION WINTERIZATION 2022
	DOWNTOWN IMPROVEMENTS - Summary							**275.00**	
	FMLY MUSEUM/ARTS &SCIENCE	55550504992299	FM0031	UNCOMMON GROUND	11/23/2022	119361	39610	45,438.57	LANDSCAPING Family Museum
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**45,438.57**	
	LIFE FITNESS CTR FUND	57050504992101	CC0001	REPUBLIC COMPANIES	12/07/2022	119485	6181000-02	585.00	COMM CTR GYM LED LIGHTS
		57050504992101	CC0001	REPUBLIC COMPANIES	12/07/2022	119485	6181000-01	315.00	COMM CTR GYM LED LIGHTS

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	LIFE FITNESS CTR FUND - Summary							**900.00**	
	SEWER UTILITY	52050504992299	SW0100	RIVER BEND PLUMBING SERVICES LLC	12/07/2022	119487	3008	4,650.00	SEWER REPAIR ON NORTH OAK STREET
	SEWER UTILITY - Summary							**4,650.00**	
CAPITAL PROJECTS	STORM WATER UTILITY	58050504992290	SM0142	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59984	152.00	GLENVIEW DR STORM REPAIR TESTING
		58050504992299	SM0144	ACE TREE SERVICE, INC.	11/16/2022	119332	9079	2,100.00	LIBRARY TREE REMOVAL
		58050504992299	SM0144	ACE TREE SERVICE, INC.	11/16/2022	119332	9074	4,100.00	LAGOON TREE REMOVAL
		58050504992290	SM0131	TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59711	70.00	2022 INTAKE REPAIR TESTING
	STORM WATER UTILITY - Summary							**6,422.00**	
CAPITAL PROJECTS - Summary								**558,434.10**	
CITY ADMINISTRATION	GENERAL FUND	00141014601304		GOVERNMENT EXECUTIVE MEDIA GROUP	11/16/2022	119333	112160	6,995.00	ICMA PDA TUITION
		00141014601304		BI-STATE REGIONAL COMMISSION	12/07/2022	119408	0010963	19.50	MANAGERS/ADMINISTRATORS MTG 11/4/22 - DPLOEHN
		00141024612244		MERCHANT SERVICES	11/02/2022	2300253	1022D	55.22	bankcard fees business lic
		00141014602306		IMPERIAL	12/07/2022	119442	288002:221210	45.85	COFFEE SUPPLIES FOR CITY HALL & POLICE DEPT.
		00141014602306		NATIONAL PEN COMPANY	12/07/2022	119472	112935626	926.90	LOGO'D PEN SUPPLY
	GENERAL FUND - Summary							**8,042.47**	
CITY ADMINISTRATION - Summary								**8,042.47**	
COMMUNITY DEVELPMENT	GENERAL FUND	00130034542299		KIMBERLY'S KLEANING	12/07/2022	119457	LOTS 11-7	920.00	MOW FLOOD LOTS 11/7/22 FALL CLEAN UP
		00130064162290		HANDICAPPED DEVELOPMENT CENTER	12/07/2022	119436	753716	254.50	SCAN ARCHITECT DRAWINGS
		00130064162290		B & F CONSTRUCTION CODE SERVICES,IN	12/07/2022	119404	60350	521.62	BUILDING/FIRE BLDG REVIEW 2248 STATE ST
		00130034542214		QUAD CITY TIMES	12/07/2022	119483	140170	24.32	PUBLISH 2022-23 SNOW FEES

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
COMMUNITY DEVELPMENT	GENERAL FUND	00130034542299		KIMBERLY'S KLEANING	12/07/2022	119457	2428-1107	70.00	2428 CYPRESS DR 22-1179 DEBRIS REMOVAL
		00130034542299		SCOTT COUNTY SHERIFF'S OFFICE	12/07/2022	119495	22006489	35.63	CITATION SERVICE ATTEMPT 825 DGR 21-0320
		00130064162244		MERCHANT SERVICES	11/02/2022	2300253	1022A	2,109.18	bankcard fee inspections
		00130034542299		KIMBERLY'S KLEANING	12/07/2022	119457	2607-1107	70.00	2607-09 MAGNOLIA DR DEBRIS REMOVAL 22-1183
		00130034542299		ASPEC ENVIRONMENTAL TESTING, INC.	12/07/2022	119402	A1122122	460.00	ASBESTOS TESTING 3403 OVERLAND DR
		00130034542299		KIMBERLY'S KLEANING	12/07/2022	119457	3255-1116	140.00	3255 QUAIL RIDGE RD DEBRIS REMOVAL 22-0811
	GENERAL FUND - Summary							**4,605.25**	
COMMUNITY DEVELPMENT - Summary								**4,605.25**	
ECONOMIC DEVELOPMENT	ASCENTRA TIF	23735024512299		ASCENTRA CREDIT UNION	11/30/2022	119363	113022	108,391.50	FY23 1st 1/2 tif Rebate
	ASCENTRA TIF - Summary							**108,391.50**	
	BETTINDUSTRIAL TIF	25535024512299		BETTINDUSTRIAL	11/30/2022	119365	113022	37,734.00	FY23 1st 1/2 tif Rebate
	BETTINDUSTRIAL TIF - Summary							**37,734.00**	
	BURLINGTON COAT TIF	24635024512299		DUCK CREEK II INVESTORS LLC	11/30/2022	119370	113022	45,855.00	FY23 1st 1/2 tif Rebate
	BURLINGTON COAT TIF - Summary							**45,855.00**	
	CDCQC LLC TIF	23635024512299		CDCQC, LLC	11/30/2022	119367	113022	121,269.00	FY23 1st 1/2 tif Rebate
	CDCQC LLC TIF - Summary							**121,269.00**	
	FIELDS DEV TIF	25135024512299		FIELDS DEVELOPMENT, LLC	11/30/2022	119371	113022	6,897.50	FY23 1st 1/2 tif Rebate
	FIELDS DEV TIF - Summary							**6,897.50**	
	HOTEL ASSOCIATES TIF	24335024512299		BETTENDORF HOTEL ASSOCIATES, LLC	11/30/2022	119364	113022	112,565.00	FY23 1st 1/2 tif Rebate
	HOTEL ASSOCIATES TIF - Summary							**112,565.00**	
	JJZ LLC TIF	25435024512299		JJZ DEVELOPMENT	11/30/2022	119374	113022	1,937.50	FY23 1st 1/2 tif Rebate

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	JJZ LLC TIF - Summary							**1,937.50**	
	LECLAIRE MFG TIF	24135024512299		LECLAIRE MANUFACTURING CO	11/30/2022	119376	113022	21,971.00	FY23 1st 1/2 tif Rebate
	LECLAIRE MFG TIF - Summary							**21,971.00**	
	MBGA	24935024512299		MBGA	11/30/2022	119377	113022	42,390.25	FY23 1st 1/2 tif Rebate
	MBGA - Summary							**42,390.25**	
	MIDDLE I-80 LLC	23835024512299		MIDDLE & I-80 LLC	11/30/2022	119378	113022	268,965.00	FY23 1st 1/2 tif Rebate
	MIDDLE I-80 LLC - Summary							**268,965.00**	
	PLANTATN/TANGLFT INV TIF	24535024512299		TANGLEFOOT INVESTORS, LLC	11/30/2022	119381	113022	94,684.50	FY23 1st 1/2 tif Rebate
ECONOMIC DEVELOPMENT	**PLANTATN/TANGLFT INV TIF - Summary**							**94,684.50**	
	SPORTS CENTER TIF	24235024512299		BETTPLEX, LLC	11/30/2022	119366	113022	40,438.00	FY23 1st 1/2 tif Rebate
	SPORTS CENTER TIF - Summary							**40,438.00**	
	SSMID DOWNTOWN AREA	22935024512299		DOWNTOWN BETTENDORF ORGANIZATION	11/30/2022	119369	113022	92,612.16	FY23 1st 1/2 tif Rebate
	SSMID DOWNTOWN AREA - Summary							**92,612.16**	
	TIF/RIVERS EDGE	25935024512299		ISLE OF CAPRI BETTENDORF, L.C.	11/30/2022	119373	113022	400,120.50	FY23 1st 1/2 tif Rebate
	TIF/RIVERS EDGE - Summary							**400,120.50**	
	TWIN BRIDGES TIF	23935024512299		NEWBERRY MANAGEMENT CO	11/30/2022	119379	113022	177,873.50	FY23 1st 1/2 tif Rebate
	TWIN BRIDGES TIF - Summary							**177,873.50**	
ECONOMIC DEVELOPMENT - Summary								**1,573,704.41**	
		55511014942130		EXPLORER SYSTEMS INC	12/07/2022	119428	206387	3,750.00	QUARTER SUPPORT JANUARY 1 - MARCH 30
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511024942290		MEDENCIY, ALEXANDRIA	12/07/2022	119464	111522	1,519.38	NOVEMBER 2022 ART ACADEMY 50/50 SPLIT
		55511014942244		VANTIV INTEGRATED	11/07/2022	2300254	1022B	1,171.09	bankcard fees museum

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				PAYMENTS					
FAMILY MUSEUM	FMLY MUSEUM/ARTS &SCIENCE	55511024942290		WIECKHORST, HANNAH	12/07/2022	119508	110722A	255.00	ART ACADEMY NOVEMBER 50/5 0 SPLIT
		55511024942313		MCDANIEL, CHELSIE	12/07/2022	119463	MCDANIEL, C.	233.75	REFUND FOR OVERPAYMENT OF PRORATED CLASS
		55511024942290		MCCULLUM, SAMUEL	12/07/2022	119462	110722	1,395.00	NOVEMBER STEAM 60/40 SPLI T
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**8,324.22**	
FAMILY MUSEUM	**- Summary**							**8,324.22**	
		31102094708002		UMB BANK	11/29/2022	2300274	I656A	123,000.00	Go 2020 $8.29K Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I232A	144,743.75	Go 2020A $8.88M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185413937A	31,412.50	Go UR 2017A $3.18M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185411964C	8,700.00	Go 2016C $700k interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185411964E	8,700.00	Go 2016C $700k interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185407897C	7,671.88	Go 2015A $700m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185387347A	98,006.25	Go 2012A $11.34M interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185411964A	110,265.63	Go 2016C $8.945M interest
FINANCE	DEBT SERVICE FUND	31102094708002		UMB BANK	11/29/2022	2300274	0185407905A	31,750.00	Go Refunding 2015B $2.545m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088G	6,425.00	Go Refunding 2017D $.370M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185400488A	9,150.00	Go 2014B $2.58m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185393550C	6,381.26	Go 2013A $700k interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088I	128,225.00	Go Refunding 2017D $7.32M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185411972A	17,572.50	Go 2016D $1.4k interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088C	6,725.00	Go Refunding 2017D $.390M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I232C	10,753.13	Go 2020A $700K Interest

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
FINANCE	DEBT SERVICE FUND	31102094708002		UMB BANK	11/29/2022	2300274	0185407905C	63,625.00	Go Refunding 2015B $4.59m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088A	98,650.00	Go Refunding 2017D $5.685 Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I232E	10,753.12	Go 2020A $700K Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I1190A	421,495.59	Go 2022A $16.235M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185393550A	91,425.00	Go 2013A $9.985m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185419876A	182,425.00	Go 2019A $9.105M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185407897A	111,380.62	Go 2015A $8.88m interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088E	6,725.00	Go Refunding 2017D $.390M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I1191A	61,147.06	Go 2022B $3.005M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416088M	176,025.00	Go Refunding 2017D $8.46M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185416070A	160,534.38	Go 2017C $10.350M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185419876C	34,450.00	Go 2019A $1.83M Interest
		31102094708002		IOWA FINANCE AUTHORITY	12/01/2022	2300277	120122	1,829.07	SRF $0.445M Current Interest
		31102094708002		UMB BANK	11/29/2022	2300274	I543A	85,900.00	Go Refunding 2020B $15.065M Interest
		31102094708002		UMB BANK	11/29/2022	2300274	0185413945A	28,893.76	Taxable Go Ur 2017B $2.195M Interest
	DEBT SERVICE FUND - Summary							**2,284,740.50**	
	ELEC.EQUIP.REPLACEMENT FD	40202434807074		INSIGHT PUBLIC SECTOR, INC.	12/07/2022	119444	1101000191	70,779.10	MICROSOFT 365 1 YEAR SUB.
	ELEC.EQUIP.REPLACEMENT FD - Summary							**70,779.10**	
	GENERAL FUND	00102024612307		CULLIGAN OF DAVENPORT	12/07/2022	119419	0496535	14.15	Water
		00102024612307		PROFORMA XTREME	11/30/2022	119380	BT51001456A	447.00	Blank Check Stock

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00102024612306		OFFICE EXPRESS OFFICE PRODUCTS	12/07/2022	119478	263964-0	55.30	Office Supplies
		00102024612307		CULLIGAN OF DAVENPORT	12/07/2022	119419	0496784	14.15	Water
		00102024612201		RSM US LLP	12/07/2022	119490	6839451	40,000.00	FT 21-22 Audit fees
		00102024612306		OFFICE EXPRESS OFFICE PRODUCTS	12/07/2022	119478	263964-1	11.19	Rubber Bands
	GENERAL FUND	00102014612244		MERCHANT SERVICES	11/02/2022	2300253	1022F	11.57	bankcard fees 1% sw1,sw2,sw3
		00102024612307		CULLIGAN OF DAVENPORT	12/07/2022	119419	0496195	14.15	Water
		00102304612344		SHIPLEY, CORRY	11/23/2022	119359	112022-COMPUTER	1,433.78	Employee Computer Reimbursement
		00102024612307		CINTAS FIRST AID & SAFETY #D89	12/07/2022	119414	8405979503	96.09	First Aid CH
FINANCE	**GENERAL FUND - Summary**							**42,097.38**	
	INFORMATION SERVICES	68802314942130		ONENECK IT SOLUTIONS LLC	12/07/2022	119479	INV000034022	937.50	Cisco Flex Maint Nov 22
	INFORMATION SERVICES - Summary							**937.50**	
		52002044902299		MIDWEST MAILWORKS INC.	12/07/2022	119466	239526	234.28	03 Bills
		52002044988002		UMB BANK	11/29/2022	2300274	0185393550G	13,700.00	Go 2013A $1.5m interest
		52002044902244		AUTHORIZE.NET	11/02/2022	2300252	1022	30.65	Online Pymt Gateway
	SEWER UTILITY	52002044988002		CEDAR RAPIDS BANK & TRUST	12/01/2022	2300275	120122	24,390.00	Sewer Revenue Capital Loan Note 2016 $2.03 Prin
		52002044988002		UMB BANK	11/29/2022	2300274	0185416088O	22,100.00	Go Refunding 2017D $1.15M Interest
		52002044902244		MERCHANT SERVICES	11/02/2022	2300253	1022G	2,325.65	bankcard fees ut sw1,sw2,
		52002044988002		UMB BANK	11/29/2022	2300274	0185407905E	16,875.00	Go 2015B $1.22m interest
		52002044988002		UMB BANK	11/29/2022	2300274	0185400488C	5,087.50	Go 2014A $1.43m interest

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
	SEWER UTILITY	52002044988002		CEDAR RAPIDS BANK & TRUST	12/01/2022	2300275	120122C	58,645.00	Sewer Revenue Capital Loan Note 2017 $4.045 int
		52002044988002		CEDAR RAPIDS BANK & TRUST	12/01/2022	2300275	120122E	33,687.50	Sewer Rev Cap Loan Note 2020 $2.03 Interest
	SEWER UTILITY - Summary							**177,075.58**	
	SPORTS CENTER TIF	24202094708002		TRIUMPH COMMUNITY BANK	12/01/2022	2300278	120122A	145,981.20	TIF Revenue Bonds 2016 $4.9 Interest
		24202094708001		TRIUMPH COMMUNITY BANK	12/01/2022	2300278	120122	91,113.72	TIF Revenue Bonds 2016 $4.9 Principal
	SPORTS CENTER TIF - Summary							**237,094.92**	
FINANCE	STORM WATER UTILITY	58002194988002		CEDAR RAPIDS BANK & TRUST	12/01/2022	2300275	120122B	24,390.00	Storm Water Rev Cap Loan Note 2016 $2.03 Interest
		58002194988002		UMB BANK	11/29/2022	2300274	0185393550E	13,700.00	Go 2013A $1.5m interest
		58002194988002		UMB BANK	11/29/2022	2300274	0185416088K	23,750.00	Go Refunding 2017D $1.35M Interest
		58002194988002		CEDAR RAPIDS BANK & TRUST	12/01/2022	2300275	120122D	29,415.00	Storm Water Rev Cap Loan Note 2017 $2.03 Interest
		58002194988002		SAUK VALLEY BANK	12/01/2022	2300276	120122	30,101.25	Storm Water Rec Cap Loan Note 2020 $2.03 Interest
		58002194932299		MIDWEST MAILWORKS INC.	12/07/2022	119466	239526B	234.28	03 Bills
		58002194988002		UMB BANK	11/29/2022	2300274	0185407905G	17,000.00	Go Refunding 2015B $1.23m interest
	STORM WATER UTILITY - Summary							**138,590.53**	
FINANCE	**- Summary**							**2,951,315.51**	
FIRE	GENERAL FUND	00104154142299		THYMET PEST CONTROL	12/07/2022	119502	135300	58.00	MONTHLY SERVICE/ST2
		00104154142111		IOWA AMERICAN WATER COMPANY	12/07/2022	119446	061239NOV22	27.20	HYDRANT/ST2
		00104104141302		SHEEHAN, ANDY	11/23/2022	119358	111622	90.00	Books for station 1,2,4
		00104114142104		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-410261	220.56	SEAFOAM

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00104014142306		OFFICE EXPRESS OFFICE PRODUCTS	12/07/2022	119478	264194-0	269.70	PAPER
		00104154142111		IOWA AMERICAN WATER COMPANY	12/07/2022	119446	062188NOV22	61.70	HYDRANT/ST4
		00104154142101		TRI-CITY ELECTRIC CO	12/07/2022	119503	278981C	419.02	REPLACE LIGHT HEADS/ST4
		00104154142307		PS3 ENTERPRISES, INC	12/07/2022	119481	140870	86.00	UNIT RENTAL/TC
		00104154142299		THYMET PEST CONTROL	12/07/2022	119502	135461	58.00	MONTHLY SERVICE/ST4
		00104154142101		TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042187-IN	163.00	ANNUAL INSP/ST4
		00104124141301		INTERNATIONAL ASSOCIATION OF ARSON	12/07/2022	119445	78703	100.00	MEMBERSHIP/MCDONALD
		00104154142101		TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042186-IN	163.00	ANNUAL INSP/ST2
FIRE	GENERAL FUND	00104154142111		IOWA AMERICAN WATER COMPANY	12/07/2022	119446	334067NOV22	127.06	WATER USAGE/ST2
		00104134142306		BETTENDORF OFFICE PRODUCTS,INC	12/07/2022	119407	0471456-001	599.00	REFUSAL FORMS
		00104154142307		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409812	21.43	DIESEL EXHAUST FLUID
		00104144142312		MOLO OIL COMPANY	12/07/2022	119470	0034342-IN	233.81	FLOOR DRY
		00104154142101		RAYNOR DOOR CO., INC. OF THE QC	12/07/2022	119484	133904	210.00	REPAIR BAY DOOR 2/ST1
		00104134142310		SCOTT COUNTY EMERGENCY MANAGEMENT	12/07/2022	119494	2023-9	331.50	PPE (GLOVES)
		00104154142101		EWERT PLUMBING & HEATING INC.	12/07/2022	119427	22-1745	633.98	INSTALL BACKFLOW PREVENT
		00104154142307		NAVY BRAND MANUFACTURING CO.	12/07/2022	119473	71171	212.74	CLEANING SUPPLIES
	GENERAL FUND	**- Summary**						**4,085.70**	
FIRE	**- Summary**							**4,085.70**	
HUMAN	GENERAL FUND	00142014662290		HOLMES MURPHY &	12/07/2022	119438	678183	2,500.00	12/22 BENEFITS CONSULTING

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
				ASSOCIATES					
		00142014662213		GENESIS OCCUPATIONAL HEALTH	12/07/2022	119430	191469	36.00	EMPLOYEE SCREENING
		00142014661301		IPMA-HR	12/07/2022	119449	70145-Y8L6X2	1,005.00	MEMBERSHIP 10/1/22 - 9/30/2023
RESOURCES	GENERAL FUND	00142014662213		GENESIS OCCUPATIONAL HEALTH	12/07/2022	119430	185944	114.00	EMPLOYEE SCREENING
		00142014662213		GENESIS OCCUPATIONAL HEALTH	12/07/2022	119430	184293	1,699.00	NEW EMPLOYEE SCREENING
		00142014662342		HY-VEE, INC. PW & AD	12/07/2022	119440	848817	210.00	BREAKFAST FOR LEADERSHIP TRAINING 11/17/2022
		00142014662213		CHAMPS TROPHY	12/07/2022	119413	3175	9.75	RETIREMENT PLATES WADSAGER, RESCH, ELLISON
	GENERAL FUND - Summary							**5,573.75**	
HUMAN RESOURCES - Summary								**5,573.75**	
		00106144807083		TREASURER, STATE OF IOWA	10/31/2022	2300238	248106 UNCLAIM	1,000.00	unclmd prop uni of miami parade winner
LIBRARY	GENERAL FUND	00106144807083		TREASURER, STATE OF IOWA	10/31/2022	2300238	PO BOX 248106	15.00	unclmd prop uni of miami orig ck#110867
		00106014402244		MERCHANT SERVICES	11/02/2022	2300253	1022B	130.96	bankcard fees library
	GENERAL FUND - Summary							**1,145.96**	
LIBRARY - Summary								**1,145.96**	
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	11/18/2022	2300272	111122A	-1,301.00	stop loss Reimbursements
		68601064942283		MEDTRAK SERVICES	11/04/2022	2300257	103122B	870.00	admin fees 10/16-10/31/2022
MAYOR & COUNCIL	EMPLOYEE INSURANCE	68601064942294		DELTA DENTAL	11/28/2022	2300263	352050000202267	9,309.84	Dental Claims 11/15-11/21/2022
		68601064942294		DELTA DENTAL	11/14/2022	2300261	352050000202265	7,252.31	Dental Claims 11/01-11/07/2022
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	11/14/2022	2300271	110422A	-9,232.40	stop loss Reimbursements

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	11/28/2022	2300273	111822A	-8,228.50	stop loss reimbursements
		68601064942296		EMPLOYEE BENEFIT SYSTEM	11/10/2022	2300265	11092022	857.91	vision Claims cks 2348-2350
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	11/28/2022	2300273	111822	73,451.18	medical claims 11/12-11/18/2022
		68601064942283		EMPLOYEE BENEFIT SYSTEM	12/07/2022	119426	000035965	855.14	VISION CLAIMS
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	11/04/2022	2300256	102822	34,476.61	medical claims 10/22-10/28/2022
		68601064942296		EMPLOYEE BENEFIT SYSTEM	11/03/2022	2300264	11022022	2,720.20	vision Claims cks 2341-2347
		68601064942283		MEDTRAK SERVICES	11/21/2022	2300270	111522B	884.00	admin fees 11/01-11/15/22
		68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	11/18/2022	2300272	111122	42,442.66	medical claims 11/05-11/11/22
	EMPLOYEE INSURANCE	68601064942281		WELLMARK BLUE CROSS & BLUE SHIELD	11/14/2022	2300271	110422	51,836.90	medical claims 11/01-11/04/22
MAYOR & COUNCIL		68601064942282		WELLMARK BLUE CROSS & BLUE SHIELD	11/04/2022	2300256	102822A	-693.50	Stop loss Reimbusements
		68601064942298		MEDTRAK SERVICES	11/21/2022	2300270	111522A	44,771.95	pharmacy Claims 11/01-11/15/2022
		68601064942296		EMPLOYEE BENEFIT SYSTEM	11/18/2022	2300266	11162022	1,086.68	vision Claims cks 2351-2356
		68601064942294		DELTA DENTAL	11/21/2022	2300262	352050000202266	4,612.36	Dental Claims 11/08-11/14/2022
		68601064942298		MEDTRAK SERVICES	11/04/2022	2300257	103122A	27,455.36	pharmacy claims 10/16-10/31/2022
		68601064942294		DELTA DENTAL	11/07/2022	2300258	352050000202264	5,333.51	dental claims 10/16-10/31/2022
		68601064942297		ROCK VALLEY PHYSICAL THERAPY	12/07/2022	119489	1238	4,232.57	BIOMETRIC SCREENINGS & HEALTH COACHING 10/22
	EMPLOYEE INSURANCE	**- Summary**						**292,993.78**	
	GENERAL FUND	00101014602350		BETTENDORF HIGH SCHOOL	11/23/2022	119353	12042022A	200.00	Tis the Season

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00101014602340		HIGHTECH SIGNS	12/07/2022	119437	26251	222.50	CUTOUTS FOR HIRING
		00101014602350		DAVE HAMBURG	11/23/2022	119355	12042022F	40.00	Tis the Season
		00101014602213		ISOSWO	12/07/2022	119451	100322	500.00	SPONSORSHIP 2022 IA RECYC & SOLID WASTE MGT CONF
		00101014602340		HIGHTECH SIGNS	12/07/2022	119437	26084	376.50	PUBLIC INFO SIGNAGE AT FOREST GROVE & MIDDLE RD
		00101014602340		LOGO PRO, LLC	12/07/2022	119461	20573	3,536.00	SWEATSHIRTS RE FOT PARADE 2022
		00101014601304		WATERFRONT DELI & RESTAURANT	12/07/2022	119507	111522	176.05	INFORMATIONAL 3/3 MTG W/ STAFF/COUNCIL 11/17/22
		00101014602350		ALAN GUSS	11/23/2022	119351	12042022D	40.00	Tis the Season
	GENERAL FUND	00101014602290		ISLE OF CAPRI BETTENDORF, L.C.	12/07/2022	119450	1033104	844.44	LODGING FOR STRATEGIC PLANNER LYLE SUMEK
		00101014602350		BLU MUSIC GROUP	11/23/2022	119354	12042022	200.00	Tis the Season
MAYOR & COUNCIL		00101014602213		GRABER, EDMUND C.	12/07/2022	119431	112722	1,832.00	CONSULTING SERVICES FOR NOVEMBER 1 - 30, 2022
		00101014602340		HY-VEE, INC. PW & AD	12/07/2022	119440	111322	70.00	Funeral Arrangement former officer Fisher
		00101014602350		RON MORTON	11/23/2022	119357	12042022B	40.00	Tis the Season
		00101014601304		BI-STATE REGIONAL COMMISSION	12/07/2022	119408	0010976	36.62	CEO/CAO MTG 11/18/22 RE MAYOR GALLAGHER & DPLOEHN
		00101014602350		LEE WEIMER	11/23/2022	119356	12042022E	40.00	Tis the Season
		00101014602350		TODD SLOTHOWER	11/23/2022	119360	12042022C	40.00	Tis the Season
	GENERAL FUND	**- Summary**						**8,194.11**	
		68401054942292		IMWCA	12/07/2022	119443	INV85956	6,113.00	2021-2022 AUDIT PREMIUM ADJUSTMENT
	RISK MANAGEMENT	68401054942223		IOWA COMMUNITIES ASSURANCE POOL	12/07/2022	119447	116748	489.00	POLICE VEHICLE #210 7/1/22 - 7/1/23
		68401054942276		MOBOTREX, INC.	12/07/2022	119469	261869	395.00	ACCIDENT 22-63527 PED LIGHT & BUTTON
		68401054942276		MOBOTREX, INC.	12/07/2022	119469	261644	395.00	ACCIDENT 22-23497 PED POLE &

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
MAYOR & COUNCIL	RISK MANAGEMENT								BUTTON
	RISK MANAGEMENT - Summary							**7,392.00**	
MAYOR & COUNCIL - Summary								**308,579.89**	
	GENERAL FUND	00107304432215		AMERICAN WINDOW CLEANING QC,INC	12/07/2022	119401	24986	1,045.00	FROZEN LANDING TREE LIGHTING
		00107124502299		CORN CRIB NURSERY	12/07/2022	119418	4617	2,498.64	#7 MOWING CH, JETTY & DT Parking Lots October
	GENERAL FUND - Summary							**3,543.64**	
	LIFE FITNESS CTR FUND	57007034941103	REC020	TREASURER, STATE OF IOWA	10/31/2022	2300238	5017 MAYFIELD	30.25	unclmd prop Payroll ck#19528 Anderson
		57007034942244		MERCHANT SERVICES	11/02/2022	2300253	1022E	86.37	bankcard fees rec (Online)
	LIFE FITNESS CTR FUND - Summary							**116.62**	
PARKS & RECREATION	PALMER HILLS GOLF COURSE	56007114942244		MERCHANT SERVICES	11/02/2022	2300253	1022C	428.92	bankcard fees golf range balls
		56007114941103	PHG001	TREASURER, STATE OF IOWA	10/31/2022	2300238	1045 BROWN ST	4.70	unclmd prop Payroll ck#19627 Borkhardt
		56007114942244		VANTIV INTEGRATED PAYMENTS	11/07/2022	2300254	1022	3,655.36	bankcard fees golf
		56007134942244		VANTIV INTEGRATED PAYMENTS	11/07/2022	2300254	1022A	1,218.46	bankcard fees grill
	PALMER HILLS GOLF COURSE - Summary							**5,307.44**	
	ROAD USE FUND	20607084202299		A CUT ABOVE LAWN AND LANDSCAPE	12/07/2022	119397	10111877	3,091.00	#14 FINAL ROW MOWING OCT 17th,24th,31st
	ROAD USE FUND - Summary							**3,091.00**	
PARKS & RECREATION - Summary								**12,058.70**	
POLICE	GENERAL FUND	00103114102104		H & H CAR CARE & TOWING, LLC	12/07/2022	119434	26099	85.00	TOW/CITY VEH 21924
		00103154102299		HUMANE SOCIETY OF SCOTT COUNTY	12/07/2022	119439	1660	3,838.36	MONTHLY FEE (OCT)
		00103104101303		IOWA LAW ENFORCEMENT ACADEMY	12/07/2022	119448	322275	1,875.00	PRECISION DRIVING INSTR MESIC, E POIRIER, STAES

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
POLICE	GENERAL FUND	00103104101303		KEIL ENTERPRISES	11/30/2022	119375	090222	195.00	OPERATION RUSH
		00103154102299		SCOTT COUNTY SHERIFF'S OFFICE	12/07/2022	119495	2023-47	1,825.00	BOOKING FEES (OCT)
		00103164102307		MUNICIPAL ELECTRONICS DIVISION LLC	12/07/2022	119471	069398	869.00	RADAR/LADAR CERTIFICATION
		00103104101303		IOWA LAW ENFORCEMENT ACADEMY	11/30/2022	119372	322266	2,075.00	Firearm qualification
		00103104101303		NORTHERN MICHIGAN K9 INC	12/07/2022	119475	110222	350.00	K9 RECERT/SGT PAUL, RINGO
		00103104101303		BIG SPRINGS SHOOTING COMPLEX	12/07/2022	119409	22112254	30.00	TRAINING
	GENERAL FUND - Summary							**11,142.36**	
POLICE - Summary								**11,142.36**	
PUBLIC WORKS	FMLY MUSEUM/ARTS &SCIENCE	55505264942299	2301FM	CINTAS LOC 23M	12/07/2022	119415	4136640429	669.70	FAM MUS FLOOR MATS
		55505254942101	2300FM	TRI-CITY ELECTRIC CO	12/07/2022	119503	278981	1,136.77	FAM MUS LIGHT HEADS REPLACED
		55505254942101	2300FM	KONE INC.	12/07/2022	119458	962360425A	195.56	FAMILY MUSEUM ELEVAOR MAINT.
		55505254942299	2300FM	MILLENNIUM WASTE, INC.	12/07/2022	119467	3413425T081	193.07	FAM MUS DUMPSTER
		55505264942307	2301FM	THE HOME DEPOT PRO	12/07/2022	119500	715859815	170.27	FAM MUS SCRUBBER PADS
		55505264942299	2301FM	ALLIED UNIVERSAL JANITORIAL SERVICE	12/07/2022	119400	13460072	1,394.60	FAMILY MUS ADD'L CLEANING SERV
		55505254942101	2300FM	TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042192-IN	212.00	FAMILY MUSEUM SPRINKLER INSP
		55505254942101	2300FM	UNCOMMON GROUND	12/07/2022	119505	40066	115.00	FAMILY MUSEUM WINTERIZING IRRIGATION
	FMLY MUSEUM/ARTS &SCIENCE - Summary							**4,086.97**	
	GENERAL FUND	00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140993	201.00	OLD VILLAGE INN
		00105724422323		QC POWER EQUIPMENT	12/07/2022	119482	55995	503.00	BLADES FOR 4100D
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140874	87.42	LOWERY FIELD

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		00105254642299	2300LB	MILLENNIUM WASTE, INC.	12/07/2022	119467	3413426T081	209.60	LIBRARY DUMPSTER
		00105254642101	2300CH	TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042191-IN	212.00	CITY HALL SPRINKLER INSP
		00105254642101	2300LB	TRI-CITY ELECTRIC CO	12/07/2022	119503	278981B	1,196.25	LIBRARY LIGHT HEADS REPLACED
		00105254642101	2300LB	KONE INC.	12/07/2022	119458	962360425C	391.14	LIBRARY ELEVATOR MAINT
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140873	201.00	CROW CREEK DOG PARK
		00105254642299	2300MC	ACE PEST MANAGEMENT, INC.	12/07/2022	119398	22883	65.00	MAINT CTR PEST CONTROL
		00105724422307		FASTENAL COMPANY	12/07/2022	119429	IABET159156	25.80	HARDWARE
		00105724422299		MILLENNIUM WASTE, INC.	12/07/2022	119467	3413456T081	257.50	DEVILS GLEN DUMPSTER
		00105724422299		MILLENNIUM WASTE, INC.	12/07/2022	119467	3413422T081	257.50	DUMPSTER AT MAINT SHOP
		00105254642101	2300LB	KONE INC.	12/07/2022	119458	1158431730	274.62	LIBRARY ELEVATOR REPAIR
PUBLIC WORKS	GENERAL FUND	00105724422307		BETTENDORF N & S LOCK INC.	12/07/2022	119406	55877	396.24	LOCK REPAIR - CROW CREEK 4 PLEX
		00105254642101	2300MC	KONE INC.	12/07/2022	119458	962360425B	195.56	MAINT CTR ELEVATOR MAINT
		00105724422299		MILLENNIUM WASTE, INC.	12/07/2022	119467	3413793T081	44.00	EVENT DUMPSTER
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140884	197.00	MCMANUS PARK
		00105254642101	2300CH	NIGHTWATCH SECURITY SERVICES, INC	12/07/2022	119474	49791	65.00	CITY HALL POWER GATE READ ER REPAIR
		00105254642101	2300MC	TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042188-IN	163.00	MAINT CTR SPRINKLER INSP
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140880	77.00	CETERANS PARK
		00105724422310		CINTAS FIRST AID & SAFETY #D89	12/07/2022	119414	8405939776	125.74	FIRST AID SUPPLIES
		00105254641209	2300MC	HANDICAPPED DEVELOPMENT CENTER	12/07/2022	119436	111022	54.62	SHIRTS - BRAD LINVILLE
		00105264642299	2301LB	CINTAS LOC 23M	12/07/2022	119415	4137375685	126.71	LIBRARY FLOOR MATS
		00105254642299	2300CH	MILLENNIUM WASTE, INC.	12/07/2022	119467	3413431T081	87.55	CITY HALL DUMPSTER

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Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	GENERAL FUND	00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140881	77.00	MIDDLE PARK PLAYGROUND
		00105254642101	2300MC	GRAINGER	12/07/2022	119432	9419827515	42.20	MAINT CTR GREASE
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140879	43.71	CROW CREEK PARK DIAMOND 1
		00105254642101	2300CH	JOHNSON CONTROLS, INC.	12/07/2022	119455	1-123603312764	322.00	CITY HALL JCI SERVICE CAL L/FAULT
		00105264642299	2301MC	CINTAS LOC 23M	12/07/2022	119415	4136406382	49.31	MAINT CENTER SHOP TOWELS
		00105724422299		S J SMITH CO. INC.	12/07/2022	119492	667806	65.10	O2 AND GAS SUPPLY RENTAL
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140877	274.00	LEACH
		00105254642101	2300LB	UNCOMMON GROUND	12/07/2022	119505	39908	296.27	LIBRARY IRRIGATION MAINT/ REPAIR
		00105724422299		DEVILS GLEN STORAGE	12/07/2022	119420	60685120	652.50	STORAGE UNIT
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140882	124.00	LINCOLN PARK
		00105724422299		DEVILS GLEN STORAGE	12/07/2022	119420	60659052	103.50	STORAGE UNIT
		00105254642101	2300LB	TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042193-IN	163.00	LIBRARY FIRE SPRINKLER INSP
		00105724422299		PS3 ENTERPRISES, INC	12/07/2022	119481	140876	70.57	CENTENNIAL GARDENS
		00105254642101	2300MC	JOHNSON CONTROLS FIRE PROTECTION LP	12/07/2022	119454	41594963	340.35	MAINT CTR SMOKE DETECTORS
		00105254642101	2300CH	KONE INC.	12/07/2022	119458	962360425	195.56	CITY HALL ELEVATOR MAINT
		00105724422323		BOYLERS ORNAMENTAL IRON, INC.	12/07/2022	119410	22277401	900.00	REPAIR FOR BUSH OVERLOOK
		00105264642299	2301CH	CINTAS LOC 23M	12/07/2022	119415	4137103789	87.53	CITY HALL FLOOR MATS
	GENERAL FUND - Summary							**9,220.85**	
	LIFE FITNESS CTR FUND	57005254942101	CC0001	J.L. BRADY COMPANY LLC	12/07/2022	119452	88339	3,896.00	COMM CTR UNIT HEATER STACKS
		57005254942101	2300CC	ADEL WHOLESALERS, INC.	12/07/2022	119399	2096183	-41.91	COMM CTR P-TRAP RETURN
		57005254942101	2300CC	ADEL WHOLESALERS, INC.	12/07/2022	119399	2096288	70.68	COMM CTR CONDENSATE PUMP

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		57005254942101	2300CC	ADEL WHOLESALERS, INC.	12/07/2022	119399	2096026	46.36	COMM CTR PLUMBING REPAIR PARTS
		57005254942299	2300CC	MILLENNIUM WASTE, INC.	12/07/2022	119467	3413424T081	61.80	COMM CTR DUMPSTER
		57005254942101	CC0001	REPUBLIC COMPANIES	12/07/2022	119485	6181000-00	225.00	COMMCENTER LED GYM LIGHTS
	LIFE FITNESS CTR FUND	57005254942101	CC0001	GRAINGER	12/07/2022	119432	9408486455	208.21	COMM CTR REMODEL MOP SINK
		57005264942299	2301CC	CINTAS LOC 23M	12/07/2022	119415	4136406837	52.73	COMM CENT FLOOR MATS
		57005254942101	2300CC	ADEL WHOLESALERS, INC.	12/07/2022	119399	2096019	27.33	COMM CTR PLUMBING REPAIR PARTS
		57005254942299	2300LF	MILLENNIUM WASTE, INC.	12/07/2022	119467	3413592T081	77.25	LIFE FITNESS DUMPSTER
	LIFE FITNESS CTR FUND	**- Summary**						**4,623.45**	
		68305204942324		ASPEN EQUIPMENT COMPANY	12/07/2022	119403	70007948	322.50	CONTROLLER
		68305204942324		MILLS CHEVROLET COMPANY	12/07/2022	119468	5142742	112.37	BRAKE PAD KIT
PUBLIC WORKS		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-410107	43.54	BRAKES
		68305204942352		RILCO FLUID CARE, INC.	12/07/2022	119486	455496	981.96	OIL DRY
		68305204942324		THOMPSON TRUCK & TRAILER INC.	12/07/2022	119501	X103127408:01	684.76	VALVE
	MUNICIPAL GARAGE	68305204942307		NOTT COMPANY	12/07/2022	119477	4475355-00	689.99	SHOP SUPPLIES
		68305204942104		MILLS CHEVROLET COMPANY	12/07/2022	119468	6316262	2,351.57	0917 REPAIR
		68305204942104		EASTERN IOWA TIRE, INC.	12/07/2022	119422	100133449	172.20	TIRE REPAIRS
		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409760	241.07	BRAKE PARTS
		68305204942307		S J SMITH CO. INC.	12/07/2022	119492	667643	195.30	WELDING SUPPLIES
		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409728	48.30	AIR FILTER
		68305204942104		LINDQUIST FORD, INC.	12/07/2022	119460	230859	417.23	REPAIR 1724

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
		68305204942324		HENDERSON PRODUCTS	11/16/2022	119334	361619	1,516.86	HYD MOTOR
		68305204942324		EASTERN IOWA TIRE, INC.	12/07/2022	119422	100133761	2,155.60	TIRES
		68305204942307		LAWSON PRODUCTS, INC.	12/07/2022	119459	9310078877	101.06	SHOP SUPPLIES
		68305204942324		EASTERN IOWA TIRE, INC.	12/07/2022	119422	100133450	542.90	TIRES
		68305204942324		LINDQUIST FORD, INC.	12/07/2022	119460	385381	548.40	SPINDLE
		68305204942324		BAUER BUILT, INC.	12/07/2022	119405	230113780	1,557.04	TIRES
		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409729	-11.02	FILTER RETURN
		68305204942104		ED'S OK WELDING	12/07/2022	119424	731	500.00	ENGINE 4 WELD
		68305204942231		CINTAS LOC 23M	12/07/2022	119415	4136406349	70.31	LAUNDRY
		68305204942324		ELLIOTT EQUIPMENT CO.	12/07/2022	119425	170055	536.58	SPILL SHIELD
		68305204942307		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409732	129.66	SHOP SUPPLIES
PUBLIC WORKS	MUNICIPAL GARAGE	68305204942104		H & H CAR CARE & TOWING, LLC	12/07/2022	119434	26145	105.00	TOW 0917
		68305204942104		EASTERN IOWA TIRE, INC.	12/07/2022	119422	100133760	688.80	TIRE REPAIRS
		68305204942324		MILLS CHEVROLET COMPANY	12/07/2022	119468	5142728	360.49	GENERATOR
		68305204942231		CINTAS LOC 23M	12/07/2022	119415	4137103840	87.53	LAUNDRY
		68305204942104		H & H CAR CARE & TOWING, LLC	12/07/2022	119434	53580	275.00	TOW 1612
		68305204942324		BAUER BUILT, INC.	12/07/2022	119405	230114575	1,783.56	TIRES
		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409651	61.90	WIPERS
		68305204942324		MILLS CHEVROLET COMPANY	12/07/2022	119468	5142696	195.00	STARTER
		68305204942324		MILLS CHEVROLET COMPANY	12/07/2022	119468	5142743	143.12	DUCT
		68305204942310		CINTAS FIRST AID &	12/07/2022	119414	8405939777	116.14	FIRST AID SUPPLIES

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				SAFETY #D89					
		68305204942307		NORTHERN TOOL & EQUIPMENT	12/07/2022	119476	4333059576	339.96	JACK STANDS
		68305204942324		ASPEN EQUIPMENT COMPANY	12/07/2022	119403	70007946	494.00	RAM ASSY
		68305204942324		CARQUEST AUTO PARTS STORE	12/07/2022	119412	6604-409513	430.44	FILTERS
	MUNICIPAL GARAGE	68305204942104		LINDQUIST FORD, INC.	12/07/2022	119460	229274	1,414.31	REPAIR 1319
		68305204942104		BAUER BUILT, INC.	12/07/2022	119405	230114226	1,306.00	BOBCAT TIRE REPAIR
		68305204942104		H & H CAR CARE & TOWING, LLC	12/07/2022	119434	26103	85.00	TOW 1419
		68305204942324		BAUER BUILT, INC.	12/07/2022	119405	230114572	318.60	TIRES
		68305204942352		RILCO FLUID CARE, INC.	12/07/2022	119486	455497	214.50	DEF
	MUNICIPAL GARAGE - Summary							**22,327.53**	
PUBLIC WORKS	PALMER HILLS GOLF COURSE	56005254942101	2300GC	TRI-STATE AUTOMATIC SPRINKLER CORP	12/07/2022	119504	0042189-IN	212.00	GOLF COURSE SPRINKLER INSP
		56005254942101	2300GC	TRI-CITY ELECTRIC CO	12/07/2022	119503	278981A	717.96	GOLF COURSE LIGHT HEADS REPLACED
	PALMER HILLS GOLF COURSE - Summary							**929.96**	
		20605304232307		REPUBLIC COMPANIES	12/07/2022	119485	6182741-00	452.56	PHOTO EYE
		20605024252299		TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59989	398.90	COTTAGES AT THE HEIGHTS TESTING
		20605124242307		B & B MACHINES, INC.	11/23/2022	119352	17916	604.50	REPAIR BRINE PUMP
	ROAD USE FUND	20605024252290		BRAY ASSOCIATES-ARCHITECTS, INC	12/07/2022	119411	3454-11R2	2,550.00	COST ESTIMATING - PHGC
		20605114202307		RIVERSTONE GROUP INC.	12/07/2022	119488	1175495	540.00	UPM MIX
		20605114202310		CINTAS FIRST AID & SAFETY #D89	12/07/2022	119414	8405939779	50.44	FIRST AID SUPPLIES
		20605114202307		RIVERSTONE GROUP INC.	12/07/2022	119488	1172166	403.65	UPM

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PUBLIC WORKS	ROAD USE FUND	20605114202299		PS3 ENTERPRISES, INC	12/07/2022	119481	140883	77.00	MAINT CTR PORTA-POTTY
		20605024252299		TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59706	596.00	FOREST GROVE CROSSING 5TH TESTING
		20605124242307		DULTMEIER SALES LLC	12/07/2022	119421	3989083	345.50	SNOW PLOW PARTS
		20605124242307		COMPASS MINERALS AMERICA	12/07/2022	119417	1071721	2,085.70	ROAD DE-ICING SALT
		20605124242307		COMPASS MINERALS AMERICA	12/07/2022	119417	1070955	37,933.29	ROAD DE-ICING SALT
		20605014292306		CINTAS FIRST AID & SAFETY #D89	12/07/2022	119414	8405939778	134.74	FIRST AID SUPPLIES
		20605024252299		TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59937	104.00	CENTURY HTS 18TH ADD S TESTING
		20605304232307		MILLENNIUM WASTE, INC.	12/07/2022	119467	3413753T081	51.50	TRAFFIC DUMPSTER NOVEMBER 2022
		20605304232108		MID AMERICAN ENERGY	12/07/2022	119465	533034501	8.00	Lighting Camera
		20605014292306		IMPERIAL	12/07/2022	119442	288002:216990	167.55	COFFEE & CREAMER
		20605024252299		TERRACON CONSULTANTS, INC.	12/07/2022	119498	TH59700	328.00	2022 MISC PATCH REPAIRS TESTING
		20605304232108		MID AMERICAN ENERGY	12/07/2022	119465	532785328	61.30	Hopewell and middle signal
		20605304232103		REPUBLIC COMPANIES	12/07/2022	119485	6182789-00	52.57	POWER CORD FOR FIBER TRAILER
	ROAD USE FUND - Summary							**46,945.20**	
	SEWER UTILITY	52005104902213		CITY OF DAVENPORT	12/07/2022	119416	1331527	10,200.00	COMPOST - SEPT & OCT 2022
		52005104902307		PLEASANT VALLEY REDI-MIX INC.	12/07/2022	119480	55220	406.25	3514 FAIRVIEWW
		52005104902307		HAHN READY MIX COMPANY	12/07/2022	119435	426021	251.56	3514 FAIRVIEW DR
	SEWER UTILITY - Summary							**10,857.81**	
	SOLID WASTE/RECYCLING ENT	55005284912213		WASTE COMMISSION OF SCOTT CO.	12/07/2022	119506	103122BW	3,299.69	BULKY WASTE OCT 2022

City of Bettendorf Council Accounts Payable, 12/06/22 Meeting

Department	Fund	Account Number	Project #	Vendor Name	Ck Date	Ck #	Invoice Number	Amount	Description
PUBLIC WORKS	SOLID WASTE/RECYCLING ENT	55005284912213		WASTE COMMISSION OF SCOTT CO.	12/07/2022	119506	103122E	3,585.00	E WASTE OCT 2022
		55005284912213		RUSH ROLL-OFF, INC.	12/07/2022	119491	4611	250.00	TIRE PICKUP
		55005284912213		WASTE COMMISSION OF SCOTT CO.	12/07/2022	119506	103122HHW	117.60	PALMER HILLS PAINT DISPOS AL
		55005094912299		MIDWEST MAILWORKS INC.	12/07/2022	119466	239526A	234.28	03 Bills
		55005094912244		MERCHANT SERVICES	11/02/2022	2300253	1022H	2,354.92	bankcard fees Recycle sw1,sw2,50% pw
		55005094912213		WASTE COMMISSION OF SCOTT CO.	12/07/2022	119506	103122L	24,385.72	SOLID WASTE OCT 2022
	SOLID WASTE/RECYCLING ENT - Summary							**34,227.21**	
	STORM WATER UTILITY	58005194932244		MERCHANT SERVICES	11/02/2022	2300253	1022I	2,325.64	Bankcard fees Strm wtr,sw1,sw2
	STORM WATER UTILITY - Summary							**2,325.64**	
	TRANSIT	58505274922105		ECK'S AUTO SHINE	12/07/2022	119423	268	160.00	BUS WASHING 10/29 + 11/05
		58505074922244		MERCHANT SERVICES	11/02/2022	2300253	1022J	29.27	Bankcard fees 50% pw
		58505474922106		RAYNOR DOOR CO., INC. OF THE QC	12/07/2022	119484	133852	7,800.00	CAR WASH ENTRY DOOR AT Maint Ctr.
	TRANSIT - Summary							**7,989.27**	
PUBLIC WORKS - Summary								**143,533.89**	
Overall - Summary								**6,123,693.16**	

Date: 12/1/2022

City of Bettendorf
Accounts Payable Listing
12/06/22 Council Meeting

ACCT #	ect PRC	CK #	VENDOR	CK DATE	INV #	AMOUNT	DESCRIPTION
590-0000-221.10-00		2300260	TREASURER, STATE OF IOWA	11/23/2022	0-002-250-433	12,830.57	Sales tax 10/01-10/31/22
			Total for Fund	**590**		**12,830.57**	
				QC WATERFRONT CONVENTION			
			Department	**N/A**			
			Total for Department			**12,830.57**	
590-2001-494.11-21		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122D	4,994.34	finance salary/Benefits
590-2001-494.11-21		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122E	5,795.53	wages and benefits
590-2001-494.11-21		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122K	55,561.97	salary wages and benefits
590-2001-494.21-01		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122G	3,983.29	repairs and maintenance
590-2001-494.21-06		3459	KONE INC.	12/7/2022	962360858	2,091.28	QCWCC Elevator Service
590-2001-494.21-09		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122H	540.66	mediacom oct.
590-2001-494.21-11		3457	IOWA AMERICAN WATER COMPAN'	12/7/2022	689142NOV	460.15	QCWCC water Bill
590-2001-494.21-11		3457	IOWA AMERICAN WATER COMPAN'	12/7/2022	779052NOV	61.70	QCWCC water Bill
590-2001-494.22-03		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122A	17,732.47	Advertising
590-2001-494.22-15		3456	AUDIO VISUAL RESOURCE QC	12/7/2022	Q4029	1,049.00	Sound Repair
590-2001-494.22-90		3460	REPUBLIC SERVICES #400	12/7/2022	)400-002220839	661.21	QCWCC Garbage
590-2001-494.22-99		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122C	117.34	contract services
590-2001-494.22-99		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122M	12,364.91	contract services
590-2001-494.23-06		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122L	2,242.51	supplies general office
590-2001-494.23-07		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122F	588.91	supplies
590-2001-494.23-28		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122I	21,255.71	food invoices
590-2001-494.23-29		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122J	16,234.49	beverage invoices
590-2001-494.23-55		3458	ISLE OF CAPRI BETTENDORF, L.C.	12/7/2022	112122B	120.23	fees and licenses
			Total for Fund	**590**		**145,855.70**	
				QC WATERFRONT CONVENTION			
			Department				
			Total for Department			**145,855.70**	
			Grand Total			**158,686.27**	

Date: 12/1/2022

City of Bettendorf Parks Accounts Payable 12-06-22 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
001-0572-442.22-99		PS3 ENTERPRISES, INC	119519	12/7/2022	140875	125.93	PORTA POTS - CC SOCCER CO
001-0572-442.22-99		PS3 ENTERPRISES, INC	119519	12/7/2022	140992	278.00	PORTA POTS - CC DEK HOCKE
001-0730-443.22-15	REC055	UNITED RENTALS (NORTH AMERICA) IN	119521	12/7/2022	212661125-001	2,395.00	CONTAINER RENTAL
001-0730-443.22-99	REC055	PS3 ENTERPRISES, INC	119519	12/7/2022	140878	64.00	PORTA POTS - FROZEN
001-0730-443.22-99	REC055	ENVIROMARK	119329	11/16/2022	27336	1,169.20	DISPOSAL OF HAZARDOUS CHE
001-0730-443.23-07	REC055	BARTON SOLVENTS INC.	119509	12/7/2022	523526	16,892.01	DOWFROST CHEMICAL
560-0000-201.10-00		M & M GOLF CARS, LLC	119514	12/7/2022	103122	11,099.80	25.89% OF GOLF CART PAYAB
560-0000-201.14-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22D	183.35	CLUB REPAIR
560-0000-201.14-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22D	327.50	CLUB REPAIR
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22A	22,128.99	PROSHOP PAYABLES
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22B	1,556.20	PROSHOP TAX
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22C	-754.03	CITY'S 3%
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22A	13,744.03	PROSHOP PAYABLES
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22B	984.91	PROSHOP TAX
560-0000-201.16-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22C	-457.84	CITY'S 3%
560-0000-201.18-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22E	2,810.00	LESSONS
560-0000-201.18-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22E	385.00	LESSONS
560-0000-201.19-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	SEP22F	3,005.54	TAX EXEMPT SALES
560-0000-201.19-00		JON WADDELL GOLF SHOP LLC	119331	11/16/2022	OCT22F	1,517.08	TAX EXEMPT SALES
560-0000-201.26-00		PETTY CASH - PARK BOARD	119518	12/7/2022	101622	12.16	TIP REPLACEMENT
560-0526-494.22-99	2301GC	CINTAS LOC 23M	119510	12/7/2022	4136640587	94.15	MAT AND APRON CLEANING SE
560-0711-494.22-02		ONMEDIA	119517	12/7/2022	548529	499.00	ADVERTISING
560-0713-494.23-07		TPC	119520	12/7/2022	7097857	41.62	SUPPLIES
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9649741C	56.81	SUPPLIES
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9733417A	33.36	SUPPLIES
560-0713-494.23-07		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9744301A	148.98	SUPPLIES
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9733416	42.37	FOOD FOR RESALE
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9733417	1,147.95	FOOD FOR RESALE
560-0713-494.23-26		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9744301	1,374.65	FOOD FOR RESALE
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	119330	11/16/2022	W-4541882	168.00	BEER FOR RESALE
560-0713-494.23-27		IOWA BEVERAGE SYSTEMS INC	119330	11/16/2022	W-4544572	138.00	BEER FOR RESALE
560-0715-494.22-99		PS3 ENTERPRISES, INC	119519	12/7/2022	140872	442.00	PORTA POTS - PALMER HILLS
560-0715-494.22-99		MILLENNIUM WASTE, INC.	119516	12/7/2022	3413636T081	182.70	GARBAGE REMOVAL

City of Bettendorf Parks Accounts Payable 12-06-22 Meeting

Account Number	Project #	Vendor Name	Ck #	Ck date	Invoice Number	Amount	Description
560-0715-494.23-25		LIVINGSTON STONE COMPANY	119513	12/7/2022	13627	1,760.87	24LBS HI-CAL LIME
560-0715-494.23-25		D & K PRODUCTS	119511	12/7/2022	61868IN	32.00	FERTILIZER
560-0715-494.23-25		D & K PRODUCTS	119511	12/7/2022	61848IN	42,962.28	EOP CHEMICALS
570-0000-221.10-00		MISCELLANEOUS	119382	11/30/2022	2009941.002A	12.49	SALES TAX REFUND
570-0000-351.09-01		MISCELLANEOUS	119382	11/30/2022	2009941.002	178.41	REFUND MEMBERSHIP
570-0526-494.22-99	2201LF	CINTAS LOC 23M	119362	11/23/2022	4121917709	54.79	MAT CLEANING SERVICE
570-0526-494.22-99	2301LF	CINTAS LOC 23M	119362	11/23/2022	4132375739	54.79	MAT CLEANING SERVICE
570-0526-494.22-99	2301LF	CINTAS LOC 23M	119362	11/23/2022	4133766684	48.79	MAT CLEANING SERVICE
570-0526-494.22-99	2301LF	CINTAS LOC 23M	119362	11/23/2022	4135256673	54.79	MAT CLEANING SERVICE
570-0703-494.22-99	REC062	JONES, LINDA	119512	12/7/2022	113022	1,175.00	CLASS INSTRUCTION 11/5 &
570-0706-494.22-99		DAN PATRICK, LLC	119328	11/16/2022	103122	23,167.76	60% INDOOR
570-0706-494.22-99		DAN PATRICK, LLC	119328	11/16/2022	103122A	180.00	90% RACKET REPAIR
570-0706-494.22-99		DAN PATRICK, LLC	119328	11/16/2022	103122B	-200.00	SEPT-APR LFC FEE
575-0704-494.23-03		MARTIN BROTHERS DISTRIBUTING CO	119515	12/7/2022	9649741B	183.62	CONCESSION ITEMS
						151,502.01	